DOCUMENT RESUME

ED 257 370 HE 018 425

TITLE Agreement between the Board of Trustees of the California State University and the California Faculty Association, Unit 3--Faculty, August 16, 1983-June 30, 1986 and New Contract Language Changes to Agreement, July 1, 1984-June 30, 1986.

INSTITUTION American Association of Univ. Professors, Washington, D.C.; California Faculty Association.; California State Postsecondary Education Commission, Sacramento.

PUB DATE 16 Aug 83

NOTE 148p.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC06 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; *College Governing Councils; Employment Practices; Faculty Development; Faculty Evaluation; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Leaves of Absence; Merit Pay; *Negotiation Agreements; Part Time Faculty; Personnel Policy; *State Universities; Teacher Discipline; Teacher Employment Benefits; Teacher Retirement; Teacher Salaries; Tenure

IDENTIFIERS *AAUP Contracts; American Association of University Professors; California Faculty Association; *California State University; Personnel Files; Public Colleges; Union Rights

ABSTRACT

The collective bargaining agreement between California State University (CSU) Board of Trustees and the California Faculty Association (CFA) for the period covering August 16, 1983-June 30, 1986 is presented. New contract language changes to the agreement for July 1, 1984-June 30, 1986 are also presented. This American Association of University Professors affiliated union has 12,000 members, including part-time faculty. Items covered in the agreement include: definitions and unit recognition, CSU and CFA rights, contract and faculty status grievance procedures, personnel files, temporary and probationary appointments, tenure, faculty evaluation, temporary suspension, reprimands, disciplinary action procedure, assignment of responsibility, workload and schedules, summer session, leaves of absence with/without pay, sick leave, professional development, fee waiver, sabbatical leaves, difference in pay leaves, faculty early retirement program, preretirement reduction in time base, merit salary adjustment, salary schedule revisions, fringe benefits, holidays, vacation, outside employment, safety, and layoff. Appendices provide lists of included/excluded faculty titles and the salary schedule of position (e.g., faculty, coaches, librarians) and academic rank, including summer compensation information. The changes to the agreement concern recognition, grievance procedure, appointment, workload, salary, benefits, and instructional faculty salary schedule. (SW)

ED257370

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

AND THE

CALIFORNIA FACULTY ASSOCIATION

Unit 3 — FACULTY

August 16, 1985 — June 30, 1988

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

AAUP

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
NATIONAL INSTITUTE OF EDUCATION
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☑ This document has been reproduced as received from the person or organization originating it.

☐ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official NIE position or policy.

HE018 425

The California State University

Office of the Chancellor

California State College, Bakersfield

California State University, Chico

California State University, Dominguez Hills

California State University, Fresno

California State University, Fullerton

California State University, Hayward

Humboldt State University

California State University, Long Beach

California State University, Los Angeles

California State University, Northridge

California State Polytechnic University, Pomona

California State University, Sacramento

California State College, San Bernardino

San Diego State University

San Francisco State University

San Jose State University

California Polytechnic State University, San Luis Obispo

Sonoma State University

California State College, Stanislaus

TABLE OF CONTENTS

		Page
	PREAMBLE	1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	EFFECT OF AGREEMENT	6
ARTICLE 4	SAVINGS CLAUSE	7
ARTICLE 5	MANAGEMENT RIGHTS	7
ARTICLE 6	EXCLUSIVE REPRESENTATIVE'S RIGHTS	8
ARTICLE 7	CFA SECURITY	10
ARTICLE 8	FACULTY PARTICIPATION	10
ARTICLE 9	CONCERTED ACTIVITIES	11
ARTICLE 10	CONTRACT GRIEVANCE PROCEDURE	11
ARTICLE 11	PERSONNEL FILES	18
ARTICLE 12	APPOINTMENT	21
	Temporary Appointments	21
	Probationary Appointments	22
ARTICLE 13	PROBATION AND TENURE	23
	Probationary Period	23
	Tenure	25
ARTICLE 14	PROMOTION	26
ARTICLE 15	EVALUATION	27
	General Provisions	27
	Periodic Evaluations	30
	Performance Review	32
ARTICLE 16	FACULTY STATUS GRIEVANCE PROCEDURE	34
ARTICLE 17	TEMPORARY SUSPENSION	43
ARTICLE 18	REPRIMANDS	43
ARTICLE 19	DISCIPLINARY ACTION PROCEDURE	45

ARTICLE 20	ASSIGNMENT OF RESPONSIBILITY, WORKLOAD AND SCHEDULES	50
	Faculty Employees - Assignment of Responsibilities	50
	Library Faculty Unit Employees - Assignment of Responsibilities	53
	Coaching Faculty Unit Employees - Assignment of Responsibilities	54
	Work Year	55
ARTICLE 21	SUMMER SESSION	57
ARTICLE 22	LEAVES OF ABSENCE WITHOUT PAY	58
	Personal Leaves of Absence Without Pay	59
	Professional Leaves of Absence Without Pay	60
ARTICLE 23	LEAVES OF ABSENCE WITH PAY	61
	Paid Bereavement Leave	61
	Jury Duty Leave	61
	Leave to Vote	62
	Absence as a Witness	62
	Emergency Leave	63
	Military Leave	63
ARTICLE 24	SICK LEAVE	68
ARTICLE 25	PROFESSIONAL DEVELOPMENT	71
ARTICLE 26	FEE WAIVER	72
ARTICLE 27	SABBATICAL LEAVES	74
ARTICLE 28	DIFFERENCE IN PAY LEAVES	76
ARTICLE 29	FACULTY EARLY RETIREMENT PROGRAM	79
ARTICLE 30	PRE-RETIREMENT REDUCTION IN TIME BASE	82
ARTICLE 31	SALARY	84
	Merit Salary Adjustment	84
	Exceptional Merit Service Award	85
	Market Condition Salary Supplement	86
	Salary Schedule Structure Revisions	89
ARTICLE 32	BENEFITS	90
	Health	90
	Dental Plans	90
	Travel Reimbursement	92
ARTICLE 33	HOLIDAYS	94

ARTICLE 34 VACATION 96

ARTICLE 35 OUTSIDE EMPLOYMENT 97

ARTICLE 36 ADDITIONAL EMPLOYMENT 98

ARTICLE 37 SAFETY 99

ARTICLE 38 LAYOFF 100

ARTICLE 39 DURATION AND IMPLEMENTATION 109

APPENDIX A - FACULTY UNIT INCLUDED CLASSIFICATIONS 110

APPENDIX B - FACULTY UNIT EXCLUDED CLASSIFICATIONS 112

APPENDIX C - SALARY SCHEDULE AND RATES 113

APPENDIX D - SUPERSESSION 125

PREAMBLE

This Memorandum of Understanding is entered into pursuant to provisions of the Higher Education Employer-Employee Relations Act (HEERA) by and between the Trustees of The California State University, hereinafter referred to as the "CSU" or "Employer," and the California Faculty Association, hereinafter referred to as the "CFA," or the "exclusive representative."

It is the purpose of this Agreement to set forth the wages, hours of employment, and other terms and conditions of employment for members of the bargaining unit. The parties recognize the importance of Section 3561(b) of HEERA, which states:

> "The Legislature recognizes that joint decision-making and consultation between administration and faculty or academic employees is the long-accepted manner of governing institutions of higher learning and is essential to the performance of the educational missions of such institutions, and declares that it is the purpose of this act to both preserve and encourage that process . . ."

It is the purpose of these parties in entering this Agreement to promote high standards of education in the CSU. The CSU shall support the pursuit of excellence and academic freedom in teaching, research, and learning through the free exchange of ideas among the faculty, students, and staff.

The parties recognize that quality education requires an atmosphere of academic freedom and academic responsibility. The parties acknowledge and encourage the continuation of academic freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

The CSU and CFA recognize the unique roles and responsibilities of the Academic Senate(s).

ARTICLE 1

RECOGNITION

1.1 The Trustees of The California State University recognize the California Faculty Association (CFA) as the sole and exclusive representative of the faculty bargaining unit (Unit 3), which includes

faculty unit employees in classifications described in Appendix A of this Agreement.

1.2 The parties further agree that employees in the classifications described in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in HEERA are excluded from the bargaining unit.

1.3 The parties agree that employees appointed for sixty (60) days or less in classifications described in Appendix A of this Agreement that indicate "Casual Employment Employee" are excluded from the bargaining unit and are not covered by the terms of this Agreement except as provided for in provision 1.4.

1.4 The parties agree that faculty unit employees in classifications 2357, Instructional Faculty - Summer Session, shall be excluded from the bargaining unit except for:

a. probationary or tenured faculty unit employees in another classification described in Appendix A, or;

b. temporary faculty unit employees appointed for at least one (1) term in the previous academic year in a class described in Appendix A.

1.5 The parties agree that a department chair or head shall be excluded from the bargaining unit if he or she has a twelve (12) month work year in classification code 2361 and, as an individual, is assigned at least sixty (60) percent administrative time for each of the twelve (12) months, and is assigned no more than ten (10) scheduled semester instructional units or the quarter system equivalent per academic year.

1.6 The CSU shall notify CFA sixty (60) days prior to the effective date of (a) new classifications related to bargaining unit classifications or (b) revised bargaining unit classifications.

a. Prior to the effective date of a new classification, CFA may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a

new classification in the bargaining unit, either party may seek a unit modification petition pursuant to the procedures established by PERB.

b. Prior to the effective date of a revised classification or inclusion of a new classification in the bargaining unit, CFA may request to meet and confer regarding the impact of the revised classification or a new classification on bargaining unit members.

ARTICLE 2

DEFINITIONS

2.1 Administrator - The term "administrator" as used in this Agreement refers to an employee serving in a position designated as management or supervisory.

2.2 Agreement - The term "Agreement" as used in this Agreement means Articles 1 - 39 and the appendices.

2.3 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition, and the appendices.

2.4 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.

2.5 Campus - The term "campus" as used in this Agreement refers to one university or college and all its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.

2.6 Casual Employment Employee - The term "casual employment employee" as used in this Agreement refers to a bargaining unit member whose classification as found in Appendix A indicates casual employment employee.

2.7 CFA - The term "CFA" as used in this Agreement refers to the California Faculty Association or the exclusive representative or the Union.

2.8 CFA Representative - The term "CFA representative" as used in this Agreement refers to a faculty unit employee or CFA systemwide officers and staff who have been officially designated in writing as CFA representatives.

2.9 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee. The Office of the Chancellor is located at 400 Golden Shore, Long Beach, California 90802.

2.10 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges. The term "CSU" shall also mean the "Employer."

2.11 Day - The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded.

2.12 Department - The term "department" as used in this Agreement means the faculty unit employees within an academic department or other equivalent administrative unit.

2.13 Faculty Unit Employee - The term "faculty unit employee" or "employee" as used in this Agreement refers to a bargaining unit member who is a full-time faculty unit employee, part-time faculty unit employee, probationary faculty unit employee, tenured faculty unit employee, temporary faculty unit employee, coaching faculty unit employee, faculty employee, or library faculty unit employee.

a. Full-Time Faculty Unit Employee - The term "full-time faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.

b. Part-Time Faculty Unit Employee - The term "part-time faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a less than full-time appointment or at a less than full-time timebase.

c. Probationary Faculty Unit Employee - The term "probationary faculty unit employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.

d. Tenured Faculty Unit Employee - The term "tenured faculty unit employee" as used in this Agreement refers to a bargaining unit employee who has been awarded tenure.

e. Temporary Faculty Unit Employee - The term "temporary faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.

f. Coaching Faculty Unit Employee - The term "coaching faculty unit employee" or "coach"as used in this Agreement refers to a bargaining unit employee in the following classifications: 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384.

g. Faculty Employee - The term "faculty employee" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2364, 2365, 2368, 2369, 2386, 2387, 2388, 2390, 2394, 2395, 2399, 2462, 2463, 2464, 2466.

h. Library Faculty Unit Employee - The term "library faculty unit employee" or "librarian" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2913, 2914, 2919, 2920, 2926, 2927.

2.14 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.

2.15 HEERA - The term "HEERA" as used in this Agreement refers to the Higher Education Employer-Employee Relations Act, enacted in 1978 as Senate Bill 1091 (Berman), Chapter 744, Laws of 1978, Government Code Section 3560, et seq.

2.16 Parties - The term "parties" as used in this Agreement refers to the CSU and the California Faculty Association.

2.17 Personnel Action File - The term "Personnel Action File" as used in this Agreement refers to the one official personnel file containing employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. The term "Working Personnel Action File" as used in this Agreement refers to that portion of the Personnel Action File used during the time of periodic evaluation or performance review of a faculty unit employee.

2.18 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee. The term "President" shall also refer to the Chancellor or her/his designee, when appropriate.

2.19 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.

ARTICLE 3

EFFECT OF AGREEMENT

3.1 This Agreement constitutes the entire Agreement of the Trustees and the CFA, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous agreements, understandings, policies, and prior practices directly related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer. The Employer shall provide notification to CFA at least thirty (30) days prior to the implementation of systemwide changes affecting the working conditions of faculty unit employees. Upon request of CFA, the CSU shall meet and confer with CFA on the demonstrable impact of such changes.

3.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided elsewhere in this Agreement, the CSU and the CFA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 4

SAVINGS CLAUSE

4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

4.2 No later than sixty (60) days after a written request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 The CSU retains and reserves unto itself, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated, or modified by this Agreement.

ARTICLE 6

EXCLUSIVE REPRESENTATIVE'S RIGHTS

6.1 Upon request of CFA, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for meetings of the CFA.

6.2 The CFA shall bear the cost of all campus supplies incident to any CFA meeting or CFA business conducted on campus.

6.3 Intra-campus mail service shall be available to CFA at no cost for official CFA communications. CFA shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request from CFA. The identifier "CFA" shall appear on all materials sent through the campus mail service by CFA. Faculty unit employee mailboxes, if any, may be utilized by CFA for purposes of CFA communication to faculty unit employees.

6.4 CFA shall have the use of an adequate number of designated bulletin boards for the posting of CFA material. Such bulletin boards shall be visible, accessible to faculty unit employees, and in areas frequented by faculty unit employees.

6.5 A copy of CFA material posted on bulletin boards and CFA material intended for general distribution to faculty unit employees through the campus mail service shall be provided in a timely manner to the appropriate administrator. CFA should exercise responsibility for the content of such material.

6.6 CFA shall not interfere with campus programs, operations, or the work of faculty unit employees.

6.7 The CFA Chapter President shall officially represent CFA on each campus. The name of the CFA Chapter President and alternate shall be provided to the President.

6.8 The appropriate administrator shall as a courtesy be notified of the presence of a representative of CFA on official business who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival. The names of representatives of CFA who are non-CSU employees and the names of systemwide CFA officers shall be provided to the appropriate administrator.

6.9 Upon request of CFA, the campus Personnel Office shall provide CFA at no cost a monthly list of all faculty unit employees newly appointed for at least ninety (90) days. Such a list shall contain the name and the department or equivalent unit of such a faculty unit employee.

6.10 The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by CFA. When the facility request is submitted and CFA inquires, the CSU shall inform the CFA whether or not costs shall be charged.

6.11 Upon request of CFA, employee lists including those generated by PIMS and public information shall be provided to CFA in a timely manner. A faculty unit employee's home address shall not be released to CFA unless so authorized by the faculty unit employee. The cost of such employee lists or public information shall be borne by CFA except as provided elsewhere in the Agreement.

6.12 Upon request of CFA, the CSU shall grant in a timely manner a union leave without loss of compensation. Such leaves shall be granted up to the equivalent of four (4) full-time positions per year.

a. Such a leave may be partial or full-time and shall not exceed one (1) year. An employee on such a leave shall continue to earn all campus service credit and retirement credit. Vacation time, holiday time, and sick leave shall not accrue during such a leave. A faculty unit employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the faculty unit employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority.

b. The CSU shall be reimbursed by CFA for all compensation paid to the faculty unit employee on account of such leave and for any incidental costs. Reimbursement by CFA shall be made no later than thirty (30) days after receipt of the CSU certification of payment of compensation to the employee.

6.13 The CFA may request unpaid leaves of absence for a specified period of time for CFA-designated faculty unit employees.

6.14 The CSU shall print and provide to CFA four thousand five hundred (4500) copies of this Agreement. Additional copies requested by CFA prior to the time of initial printing shall be provided to CFA. CFA shall bear the cost of such additional copies.

6.15 A faculty unit employee shall not suffer reprisals for participation in CFA activities.

ARTICLE 7

CFA SECURITY

7.1 Faculty unit employees shall be free to join or not to join CFA.

7.2 It is the intent of this Article to provide payroll deduction for CFA members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to CFA all authorized deductions from CFA members within the bargaining unit who have signed and approved authorization cards for such deduction on file with CFA.

7.3 The amount of dues deducted from CFA members' pay warrants shall be set by CFA and changed by the CSU upon written request of CFA.

7.4 CFA agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for CFA dues and deductions.

ARTICLE 8

FACULTY PARTICIPATION

8.1 Upon request of CFA, there may be convened a meeting with the President and a CFA representative. The purpose of the meeting shall be to discuss topics of mutual interest to the university community. CFA shall have the opportunity at such meetings to provide input and recommendations.

ARTICLE 9

CONCERTED ACTIVITIES

9.1 During the life of this Agreement, faculty unit employees shall not engage in strikes or other concerted activity which would interfere with or adversely affect the operations or the mission of the CSU.

9.2 The CFA shall not promote, organize, or support any strike or other concerted activity.

9.3 The CFA shall endeavor to prevent faculty unit employees from participating in a concerted activity which would interfere with or adversely affect the operations or mission of the CSU.

9.4 During the life of this Agreement, the CSU shall not lockout faculty unit employees.

ARTICLE 10

CONTRACT GRIEVANCE PROCEDURE

Definitions

10.1 Grievance - The term "grievance" as used in this Article refers to the filed allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

10.2 Grievant - The term "grievant" as used in this Article refers to a:

a. tenured faculty unit employee(s);

b. probationary faculty unit employee(s); or

c. temporary faculty unit employee(s)

who allege(s) in a grievance that he/she has been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

The term "grievant" as used in this Article may refer to the California Faculty Association when alleging a violation of the rights of the exclusive representative as provided for in this Agreement.

10.3 Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the administrator to whom the employee is normally accountable, or the administrator who has been designated by the President to act pursuant to this Article.

10.4 Representative - The term "representative" as used in this Article shall be a representative who, at the grievant's request, may be present at all levels through Level III. Representation at Level IV shall be by CFA only.

10.5 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail. If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing. A copy of all responses shall be concurrently served on the grievant's representative.

Informal Level (Optional)

10.6 A faculty unit employee shall have the right to present a potential grievance and to have that potential grievance considered in good faith. The faculty unit employee and representative, if any, shall discuss the potential grievance with the appropriate administrator no later than twenty-one (21) days after the event giving rise to the potential grievance, or no later than twenty-one (21) days after the faculty unit employee knew or reasonably should have known of the event giving rise to the potential grievance.

10.7 The faculty unit employee, whenever possible, shall attempt to resolve the potential grievance informally with the appropriate administrator.

10.8 A resolution of a potential grievance at the informal level shall not be precedent-setting.

Level I - Formal

10.9 A faculty unit employee eligible to grieve pursuant to 10.2 of this Article may file a Level I grievance with the appropriate administrator no later than twenty-eight (28) days after the event giving rise to the grievance, or no later than twenty-eight (28)

days after the faculty unit employee knew or reasonably should have known of the event giving rise to the grievance. The grievant shall state clearly and concisely on a grievance form provided by the CSU:

a. the term(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;

b. a detailed description of the grounds of the grievance including names, dates, places, times, necessary for complete understanding;

c. a proposed remedy;

d. the name, department or equivalent unit, classification of the grievant and his/her signature;

e. the name of the representative, if any, and the name and address of CFA, if the representative is acting as an agent of CFA; and

f. the date of submission.

Copies of this form shall be provided at the time of filing to the Office of the Chancellor and the CFA.

10.10 The appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The appropriate administrator shall respond in writing to the grievant no later than twenty-eight (28) days after the Level I filing.

Level II

10.11 In the event the grievance is not settled at Level I, the grievant may file the Level II grievance with the President no later than twenty-one (21) days after the Level I response. If a settlement is proposed at Level I, the grievant should include a written statement indicating the reason the proposed settlement at Level I was unsatisfactory. The President may hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The President shall respond in writing to the grievant no later than twenty-eight (28) days after the Level II filing.

10.12 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level II filing date.

10.13 Prior to the Level II response date, the President may waive all procedures at Level II and expedite the grievance to Level III. The grievant shall be notified in writing of the decision to expedite. Level III time limits shall commence on the date of such notification.

Level III

10.14 In the event the grievance is not settled at Level II, the grievant may file a Level III grievance with the Office of the Chancellor no later than twenty-one (21) days after the Level II response.

10.15 A designated individual in the Office of the Chancellor may hold a meeting with the grievant and representative, if any, at a mutually acceptable time and location. The designated individual in the Office of the Chancellor shall respond to the grievant and the representative, if any, no later than twenty-eight (28) days after the Level III filing. Such a Level III meeting may be waived by mutual consent of the Office of the Chancellor and the grievant.

Level IV - Arbitration

10.16 In the event the grievance is not settled at Level III, the grievant may request of the CFA that the grievance be submitted to arbitration. Such a request shall be submitted in writing to the CFA no later than sixteen (16) days after the Level III response.

10.17 No later than forty-four (44) days after the Level III response, the CFA may, by written notice to the Office of the Chancellor, submit the grievance to arbitration. The CFA and the Office of the Chancellor shall either agree on a mutually acceptable arbitrator or shall jointly request the American Arbitration Association to supply a list of names pursuant to its rules.

10.18 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) person is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.

10.19 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of provision 10.20 below.

a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.

b. When the grievance is found arbitrable, the arbitrator shall hear and rule on the merits of the grievance.

c. This provision shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

10.20 The arbitrator's award and/or decision on arbitrability shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issue(s) submitted.

10.21 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level IV except when the specific language of this Agreement is in conflict, in which case the specific language of this Agreement shall apply.

10.22 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs.

b. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement. The arbitrator shall be without power to make any award which requires the commission of an act prohibited by law or which is violative of the specific terms of this Agreement.

c. The arbitrator shall not consider any issue not raised by the parties at Level III of this Article. The arbitrator shall not consider any

evidence which was known or reasonably should have been known and was not presented at Level III.

d. An arbitrator shall not substitute his/her judgment for determinations of the President made pursuant to this Agreement. This provision shall not preclude an arbitrator from granting an award that remedies a violation, misapplication, or misinterpretation of the terms of this Agreement.

e. The award of the arbitrator may or may not include back pay, provided, however, that any back pay award shall not be in excess of two hundred ten (210) days' salary less any unemployment compensation or other compensation that the employee received. A back pay award in excess of the above may be provided for the time the grievance procedure was extended due to an arbitrability hearing.

The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

10.23 The arbitrator's award shall be final and binding on the parties. Copies of the arbitrator's award shall be provided to the CSU, CFA, and grievant.

10.24 A subpoenaed witness who is a faculty unit employee shall be provided with release time to appear at an arbitration hearing. Expenses of any witness called before the arbitrator shall be borne by the party calling the witness.

10.25 Each party shall bear the expense of preparing and presenting its own case. The cost for the services of the arbitrator shall be borne equally by the parties.

10.26 Upon mutual agreement of the CSU and CFA, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany the request for a list of arbitrators.

General Provisions

10.27 Failure of the grievant to comply with the time limitations of this Article shall render the

grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator or President to timely respond under this Article shall automatically advance the grievance to the next level. When the designated individual in the Office of the Chancellor fails to respond in a timely manner under this Article, the grievant may request of the CFA that the grievance be submitted to arbitration in accordance with provision 10.17.

10.28 Time limits set forth in this Article may be extended by mutual agreement. The time limits shall be held in abeyance during periods when the grievant is in nonwork status; when the grievant or appropriate administrator is on a paid leave for seven (7) days or more; or during periods of official campus closure.

10.29 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator. The grievant or his/her representative shall have access to all information, exclusive of information defined as confidential or personal pursuant to the Information Practices Act of 1977 or HEERA, which would assist in adjusting the grievance.

10.30 If a "final action" giving rise to a grievance took place prior to the effective date of this Agreement and a grievance is filed in a timely manner pursuant to Executive Order No. 301, such a grievance shall proceed pursuant to Executive Order No. 301.

10.31 A decision by the CFA to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.

10.32 A grievance settled prior to arbitration shall not be precedent-setting.

10.33 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

10.34 The CSU and CFA may mutually agree to consolidate grievances on similar issues at any level.

10.35 No remedy shall be requested or awarded pursuant to this Article that grants promotion or tenure.

10.36 After the grievance has been filed at Level I, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance at Levels I and II, provided that such release time shall not conflict with any scheduled classes and office hours.

10.37 The grievant and the representative, if any, shall be provided reasonable release time for the presentation of a grievance at Level III or at an arbitration hearing.

10.38 Both parties agree that all grievance files and/or the content of grievance meetings shall be confidential. Grievance records shall be kept in a file separate from the grievant's Personnel Action File.

10.39 A grievant may present grievances and have such grievances adjusted without the intervention of the CFA as long as adjustment is reached prior to Level IV; provided such adjustment is not inconsistent with the terms of the written Agreement then in effect; and provided that the CSU will not agree to a resolution of the grievance until the CFA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 11

PERSONNEL FILES

11.1 Personnel Action File

The Personnel Action File shall be defined as the one (1) official personnel file for employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. For each faculty unit employee, the President shall designate an office in which the Personnel Action File shall be maintained and shall designate a custodian for the Personnel Action File. It is the intent of the CSU to maintain accurate and relevant Personnel Action Files.

11.2 A faculty unit employee shall have the right to submit additional material to his/her Personnel Action File and shall have the right to submit a written rebuttal to any material in his/her Personnel Action File.

11.3 Any material identified by source may be placed in the Personnel Action File. Identification shall indicate the author, the committee, the campus office, or the name of the officially authorized body generating the material.

11.4 The faculty unit employee shall be provided with a copy of any material to be placed in the Personnel Action File at least five (5) days prior to such placement. This provision shall not apply to material referenced in the Temporary Suspension or Disciplinary Action Procedure Articles of this Agreement.

11.5 Materials for evaluation submitted by a faculty unit employee shall be deemed incorporated by reference in the Personnel Action File, but need not be physically placed in the file. An index of such materials shall be prepared by the faculty unit employee and submitted with the materials. Such an index shall be permanently placed in the Personnel Action File. Materials incorporated by reference in this manner shall be considered part of the Personnel Action File for the actions set forth in provision 11.6 of this Article. Indexed materials may be returned to the faculty unit employee.

11.6 During the time of periodic evaluation and performance review of a faculty unit employee, the Working Personnel Action File, which includes all information, materials, recommendations, responses and rebuttals, shall be incorporated by reference into the Personnel Action file.

11.7 Personnel recommendations or decisions relating to retention, tenure, promotion, termination or any other personnel action shall be based primarily on material contained in the Personnel Action File. If a personnel recommendation or decision is based on reasons not contained in the Personnel Action File, the party making the recommendation or decision shall commit those reasons to writing and this signed written statement shall be placed in the Personnel Action File and provided to the faculty unit employee.

11.8 A faculty unit employee shall have the right of access to all material in his/her Personnel Action File, exclusive of pre-employment materials. A faculty unit employee shall have access to pre-employment materials in instances when such materials are used in personnel actions.

11.9 A faculty unit employee may request an appointment(s) for the purpose of inspecting his/her Personnel Action File. Such appointment(s) shall be scheduled promptly during normal business hours. The manner of inspection shall be subject to reasonable conditions. The faculty unit employee shall have the right to have another person of the employee's choosing accompany him/her to inspect the Personnel Action File.

11.10 Following receipt of a faculty unit employee's written request, the appropriate administrator shall, within fourteen (14) days of the request, provide a copy of all requested materials. The faculty unit employee may be required to bear the cost of duplicating such materials.

11.11 If, after examination of the Personnel Action File, the faculty unit employee believes that any portion of the file is not accurate, he/she may request in writing a correction of the material or a deletion of a portion of the material, or both. Such a request shall be addressed to the custodian of the file, with copies to the appropriate faculty committee, if such material was generated by a faculty committee, and the appropriate administrator. The request shall include a written statement by the faculty unit employee as to the corrections and/or deletions that he/she believes should be made, and the facts and reasons supporting such request. Such request shall become part of the Personnel Action File, except in those instances in which the disputed material has been removed from the file.

11.12 If the request is denied by the custodian of the file, no later than seven (7) days after the date of such a denial, the faculty unit employee shall have a right to submit the request to the President. Within twenty-one (21) days of such request to the President, the President shall provide to the faculty unit employee a written response. If the President grants the request, the record shall be corrected or the deletions made, and the faculty

unit employee shall be sent a written statement to that effect. If the President denies the request, the response shall include the reason(s) for denial.

11.13 The Personnel Action File shall be held in confidence. Access to a faculty unit employee's Personnel Action File shall be limited only to persons with official business. The custodian shall log all instances of access to a Personnel Action File. Such a log record shall be a part of the Personnel Action File.

11.14 The Personnel Action File shall indicate the location of other records regarding a faculty unit employee kept on the campus to which the faculty unit employee has access in accordance with statute.

11.15 Campus medical records and campus police records shall not be subject to this Article.

ARTICLE 12

APPOINTMENT

12.1 After considering the recommendations, if any, of the department or equivalent unit and the appropriate administrator, appointments of faculty unit employees shall be made by the President. No faculty unit employee shall be deemed appointed in the absence of an official written notification from the President.

12.2 Official notification to a faculty unit employee of an appointment shall include the beginning and ending dates of appointment, classification, timebase, salary, rank when appropriate, employee status, assigned department or equivalent unit, and other conditions of employment.

Temporary Appointments

12.3 Temporary appointments may be for periods of a semester, a quarter, parts of a year, or one (1) or more years.

12.4 The official notification to a temporary faculty unit employee shall also indicate that appointments automatically expire at the end of the period stated

and do not establish consideration for subsequent appointments or any further appointment rights. No other notice shall be provided.

12.5 An appointment for a less than full-time temporary faculty unit employee may be on a conditional basis. The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is cancelled, the temporary faculty unit employee shall be paid for class hours taught. Classes may be cancelled any time prior to the third class meeting.

12.6 Full-time temporary faculty unit employees shall not be appointed on a conditional basis.

12.7 Each department or equivalent unit shall maintain a list of temporary faculty unit employees who have been evaluated by the department or equivalent unit. If such an employee applies for a position in that department or equivalent unit or applicant pool for that department or equivalent unit, the faculty unit employee's previous periodic evaluations and his/her application shall receive careful consideration.

12.8 Appointment of a temporary faculty unit employee in consecutive academic years to a similar assignment in the same department or equivalent unit shall require the same or higher salary placement as in his/her previous appointment.

Probationary Appointments

12.9 Initial probationary appointments and subsequent probationary appointments may be for a period of one (1) or more years.

12.10 Recommendations regarding probationary appointments shall originate at the department or equivalent unit. Probationary appointment procedures shall include the following:

a. Each department or equivalent unit shall elect a peer review committee of tenured faculty unit employees for the purpose of reviewing and recommending individuals for probationary appointments.

b. Each departmental peer review committee recommendation report shall be approved by a simple majority of the committee. An abstention shall count as a negative vote.

12.11 Probationary appointments are normally made at the Assistant Professor or equivalent librarian rank. The President may appoint a faculty unit employee at a higher rank on the determination of merit consistent with provision 12.10.

Appointment at Another Campus

12.12 A faculty unit employee may apply for appointment at another campus in his/her field of expertise.

12.13 A faculty unit employee shall not be involuntarily appointed at another campus within the CSU.

Vacancy Announcements

12.14 Vacancy announcements of probationary faculty unit positions shall be widely disseminated.

12.15 Vacancy announcements of temporary faculty unit positions shall be appropriately disseminated either through announcements for the development of applicant pools for potential temporary faculty unit positions or vacancy announcements of temporary faculty unit positions.

12.16 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator.

ARTICLE 13

PROBATION AND TENURE

Probationary Period

13.1 The term probationary faculty unit employee refers to a full-time faculty unit employee appointed with probationary status and serving a period of probation.

13.2 A probationary period is the period of service, prior to the granting or denial of tenure, credited to a faculty unit employee who has received a probationary appointment.

13.3 The normal period of probation shall be six (6) years of credited service or full-time probationary service. Any deviation from the normal six (6) year

probationary period shall be the decision of the President following his/her consideration of recommendations from the department or equivalent unit and appropriate administrator(s). This provision shall not affect the probationary period of faculty unit employees appointed prior to October 1, 1983.

13.4 The President, upon recommendation by the affected department or equivalent unit, may grant to a faculty unit employee at the time of initial appointment to probationary status up to two (2) years service credit for probation based on previous service at a postsecondary education institution, previous full-time CSU employment, or comparable experience.

13.5 The timelines for evaluation of probationary faculty unit employees shall be announced by the President after consideration of recommendations, if any, of the appropriate faculty committee(s).

13.6 A year of service for a faculty unit employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year. For an academic year faculty unit employee at a campus with a quarter system year-round operation (QSYRO), however, a year of service is any three (3) quarters in a period of four (4) consecutive quarters. A year of service for a faculty unit employee in a twelve (12) month position is any consecutive twelve (12) months of full-time employment. A year of service for a faculty unit employee in a ten (10) month position is ten (10) months of full-time employment within a twelve (12) month period of time. The (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the faculty unit member.

13.7 A faculty unit employee's probationary period may be extended by the President for an additional year when such faculty unit employee is on Worker's Compensation, Industrial Disability Leave, Nonindustrial Disability Leave, leave without pay, or paid sick leave for more than one (1) semester or two (2) consecutive terms.

13.8 A faculty unit employee application for Worker's Compensation, Industrial Disability Leave, or Nonindustrial Disability Leave shall not affect determinations regarding the award of tenure.

13.9 A probationary faculty unit employee shall be subject to a Performance Review pursuant to Article 15, Evaluation, for the purpose of retention.

13.10 The President shall review and consider the Performance Review recommendations and relevant material and make a final decision on retention.

13.11 The President shall notify a probationary faculty unit employee who has served fewer than two (2) years of probation of the final decision on retention no later than February 15.

13.12 The President shall notify a probationary faculty unit employee who has served more than two (2) years of probation of a final decision on retention, appointment with tenure, or a terminal year appointment no later than June 1. Official notification to a probationary faculty unit employee of a terminal year appointment shall indicate that the faculty unit employee has no further appointment rights. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three (3) years of probation.

Tenure

13.13 The term "tenure" refers to the right of a faculty unit employee awarded tenure as a faculty unit employee at a campus to continued permanent employment at the campus as a faculty unit employee except when such employment is voluntarily terminated or terminated by the Employer pursuant to this Agreement or law.

13.14 A probationary faculty unit employee is subject to a Performance Review for the purpose of award of tenure, pursuant to the Performance Review provision in Article 15, Evaluation.

13.15 The President shall review the Performance Review recommendations and relevant material and make a final decision as to the award or denial of tenure.

13.16 The President shall officially notify the probationary faculty unit employee of the final decision on the award or denial of tenure no later than June 1. The lack of official notice shall not result in the award of tenure. If tenure is denied,

the President shall notify the faculty unit employee by June 1 of a subsequent probationary appointment or a terminal year appointment. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three (3) years. Official notification to a faculty unit employee of the denial of tenure shall include the statement that he/she has no further reemployment rights.

13.17 The President may award tenure to a faculty unit employee before the normal six (6) year probationary period.

13.18 Tenure shall be effective at the beginning of the academic year succeeding the year in which tenure is awarded.

ARTICLE 14

PROMOTION

14.1 Promotion shall be the advancement of a probationary or tenured faculty unit employee who holds academic or librarian rank to a higher academic or librarian rank.

14.2 A probationary faculty unit employee shall not normally be promoted during probation. However, a faculty unit employee in the rank of instructor or librarian equivalent may be considered for promotion after completing one (1) year of service in rank. Probationary faculty unit employees shall not be promoted beyond the rank of Associate. A probationary faculty unit employee shall normally be considered for promotion at the same time he/she is considered for tenure.

14.3 Promotion of a tenured faculty unit employee shall normally be considered when he/she has reached the highest step of his/her rank as shown on the appropriate salary schedule in Appendix C. This provision shall not apply if the faculty unit employee requests in writing that he/she not be considered.

14.4 In some circumstances, a faculty unit employee may, upon application and with a positive recommendation from his/her department or equivalent unit, be considered for promotion to professor or librarian

equivalent from a step lower than the top step in the individual's rank.

14.5 Timelines for the promotion process shall be announced by the President after consideration of the recommendations, if any, of the appropriate faculty committee(s). Promotion applications shall not normally be accepted after the announced timeline for applications.

14.6 Faculty unit employees shall be subject to a Performance Review for the purposes of promotion, pursuant to Article 15, Evaluation.

14.7 Prior to the final decision, candidates for promotion may withdraw without prejudice from consideration at any level of review.

14.8 The President shall review and consider the Performance Review recommendations, relevant material and information, and the availability of funds for promotion. The President shall make a final decision on promotion.

14.9 The President shall notify the faculty unit employee in writing of the final decision on the promotion no later than June 15. Such response shall include the reasons for approval or denial and shall indicate the effective date of the promotion, if any.

ARTICLE 15

EVALUATION

General Provisions

15.1 The term "evaluation" as used in provisions 15.1 - 15.15 of this Article shall refer to a periodic evaluation or a Performance Review.

15.2 The term "periodic evaluation" as used in this Article shall refer to the evaluative process pursuant to provisions 15.18 through 15.31.

15.3 The term "Performance Review" as used in this Article shall refer to the evaluative process pursuant to provisions 15.32 through 15.43.

15.4 Faculty unit employees, students, academic administrators, and the President may participate in

the evaluation of a faculty unit employee. Only tenured full-time faculty unit employees and academic administrators may engage in deliberations and make recommendations to the President regarding the evaluation of a faculty unit employee.

15.5 Evaluation criteria and procedures shall be made available to the faculty unit employee prior to the commencement of the evaluation process. There shall be no changes in criteria and procedures used to evaluate the faculty unit employee during the evaluation process.

15.6 The appropriate faculty unit committee may recommend timelines for conducting periodic evaluation and performance reviews. All reviews shall be conducted and completed within the period of time specified by the President. The separate Working Personnel Action File shall be forwarded in a timely manner to the next level of review or appropriate administrator or President.

15.7 At all levels of review, in periodic evaluation or Performance Review, before recommendations are forwarded to a subsequent review level, faculty unit employees shall be given a copy of the recommendation which shall state in writing the reasons for the recommendations. The faculty unit employee shall have the right to respond or submit a rebuttal statement or response in writing no later than seven (7) days following receipt of the recommendation. A copy of the response or rebuttal statement shall accompany the working Personnel Action File and also be sent to any previous levels of review. Upon request, the faculty unit employee may be provided an opportunity to discuss the recommendation with the recommending party. This provision shall not require that the timelines be altered.

15.8 An Administrative Level(s) Review shall be conducted by the appropriate administrator(s)

15.9 The materials for evaluation submitted by the faculty unit employee shall be available for review by the President. The written evaluation recommendations and relevant documentation shall be forwarded to the President from each level of review. Any response(s) or rebuttal statement(s) of the faculty unit employee submitted pursuant to this provision shall also be forwarded to the President. The President shall consider all materials,

recommendations, and rebuttal statements and response submitted.

15.10 Materials for evaluation submitted by a faculty unit employee shall be deemed incorporated by reference in the Personnel Action File, but need not be physically placed in the file. An index of such materials shall be prepared by the faculty unit employee and submitted with the materials. Such an index shall be permanently placed in the Personnel Action File. Materials incorporated by reference in this manner shall be considered part of the Personnel Action File for the actions set forth in provision 15.12 of this Article. Indexed materials may be returned to the faculty unit employee.

15.11 During the time of periodic evaluation and Performance Review of a faculty unit employee, the Working Personnel Action File which includes all information, materials, recommendations, and rebuttals shall be incorporated by reference into the Personnel Action File.

15.12 Personnel recommendations or decisions relating to retention, tenure, promotion, termination, or any other personnel action shall be based primarily on material contained in the Personnel Action File. If a personnel recommendation or decision is based on reasons not contained in the Personnel Action File, the party making the recommendation or decision shall commit those reasons to writing and this signed written statement shall be placed in the Personnel Action File and provided to the faculty unit employee.

15.13 Deliberations pursuant to this Article shall be confidential.

15.14 Recommendations pursuant to this Article shall be confidential except that the affected faculty unit employee, the appropriate administrator, the President, and the peer review committee members in a Performance Review or a periodic evaluation shall have access to written recommendations.

15.15 If there are omissions of documentation, information or recommendations in the materials submitted for review, the materials may be returned for amplification. Such amplification shall be provided in a timely manner.

Process for Student Evaluations of Teaching

15.16 Written student questionnaire evaluations shall be required for all faculty unit employees who teach. A minimum of two (2) classes annually for each faculty unit employee shall have such written student evaluations. Student evaluation shall be conducted in classes representative of the faculty unit employee's teaching assignment. The results of these evaluations shall be placed in the faculty unit employee's Personnel Action File.

15.17 Students may, with the concurrence of the department and administrator, be provided an opportunity to consult with the department peer review committee.

Periodic Evaluation

15.18 A periodic evaluation of a faculty unit employee shall normally be required for the following purposes:

a. Evaluation of temporary faculty unit employees (see 15.21 - 15.24).

b. Evaluation of probationary faculty unit employees who are not subject to a Performance Review (see 15.25 - 15.28).

c. Evaluation of tenured faculty unit employees who are not subject to a Performance Review for promotion (see 15.29 - 15.31).

15.19 Periodic evaluation procedures shall be approved by the President after consideration of recommendations from the appropriate faculty committee(s). Such procedures shall include, but not be limited to, student evaluations of teaching performance, peer review(s) and administrative review(s).

15.20 The result of each stage of the periodic evaluation process shall be a written recommendation(s). Such recommendation(s) with written rationale shall be placed in the Personnel Action File of the faculty unit employee pursuant to Article 11, Personnel Files.

Periodic Evaluation of Temporary Faculty Unit Employees

15.21 Full-time temporary faculty unit employees shall be subject to periodic evaluations. Such evaluations shall include student evaluations of teaching performance, evaluations by peers from the department or equivalent unit, and evaluations by

department or equivalent unit, and evaluations by appropriate administrators.

15.22 Part-time temporary faculty unit employees shall be subject to periodic evaluations. Such evaluations shall include student evaluations of teaching performance, evaluations by appropriate administrators, and may include peer input from the department or equivalent unit.

15.23 A temporary faculty unit employee appointed for six (6) months or less may be evaluated at the discretion of the President or upon the request of the department or equivalent unit.

15.24 A written record of periodic evaluation shall be placed in the temporary faculty unit employee's personnel action file. The temporary faculty unit employee shall be provided a copy of the written record of the evaluation.

Periodic Evaluation of Probationary Faculty Unit Employees

15.25 If a probationary faculty unit employee is subject to a Performance Review as provided for in this Article, the Performance Review shall serve as the evaluation of the probationary faculty unit employee.

15.26 In an academic year or work year in which a probationary faculty unit employee is not subject to a Performance Review for retention, the probationary faculty unit employee shall be subject to periodic evaluation.

15.27 Such periodic evaluations shall be conducted by the peer review committee of the department or equivalent unit, and the appropriate administrator. There shall be consideration of student evaluations of teaching performance.

15.28 A written record of a periodic evaluation shall be placed in the probationary faculty unit employee's personnel action file. A probationary faculty unit employee shall be provided a copy of the written record of the periodic evaluation.

Periodic Evaluation of Tenured Faculty Unit Employees

15.29 For the purpose of maintaining and improving a tenured faculty unit employee's effectiveness, tenured faculty unit employees shall be subject to periodic performance evaluations at intervals no

greater than five (5) years. Such periodic evaluations shall be conducted by a peer review committee of the department or equivalent unit, and the appropriate administrator. Consideration shall include student evaluations of teaching performance.

15.30 A tenured faculty unit employee shall be provided a copy of the peer committee report of his/her periodic evaluation. The peer review committee chair and the appropriate administrator shall meet with the tenured faculty unit employee to discuss his/her strengths and weaknesses along with suggestions, if any, for his/her improvement.

15.31 A copy of the peer committee's summary report shall be placed in the tenured faculty unit employee's Personnel Action File.

Performance Review

15.32 A Performance Review of a faculty unit employee shall normally be required for the following purposes:

a. retention of a probationary faculty unit employee;

b. award of tenure; and

c. promotion.

15.33 A Performance Review shall consist of a minimum of the following reviews:

a. evaluations of teaching performance;

b. peer review(s); and

c. administrative level(s) review.

15.34 Performance Review evaluation procedures shall be approved by the President after consideration of the recommendations of appropriate faculty committee(s).

Recommendation Process for Performance Review

General Provisions

15.35 The probationary and tenured faculty unit employees of the department shall elect a department peer review committee of tenured full-time faculty unit

employees for the purpose of reviewing and recommending faculty unit employees who are being considered for retention, award of tenure, and promotion. Probationary and tenured faculty unit employees shall elect peer review committees of tenured full-time faculty unit employees to serve on higher level peer review committee(s).

15.36 A faculty unit employee shall not serve on more than one (1) committee level of peer review.

15.37 In promotion considerations, peer review committee members must have a higher rank/classification than those being considered for promotion. Faculty unit employees being considered for promotion are ineligible for service on promotion or tenure peer review committees.

15.38 Department and higher level peer review committee(s) may rank-order faculty unit employees being recommended for promotion. The end result of a promotion ranking shall serve as a recommendation to the President.

15.39 Each peer review committee evaluation report and recommendation shall be approved by a simple majority of that committee. An abstention shall count as a negative vote.

15.40 Departmental chairs may make separate recommendations. Such recommendations shall be forwarded to subsequent levels of review.

15.41 The end result of each complete stage of the Performance Review shall be a written recommendation(s) based primarily on information in the Working Personnel Action File pertaining to the purpose of the Performance Review. Such recommendation(s) shall be placed in the Working Personnel Action File of the faculty unit employee pursuant to Article 11, Personnel Files.

15.42 If any stage of a Performance Review(s) has not been completed within the specified period of time, the Performance Review(s) shall be automatically transferred to the next level of review or appropriate administrator for recommendation evaluations and the faculty unit employee shall be so notified.

15.43 The President shall issue a decision regarding retention, award of tenure, or promotion. Such a

decision shall be in writing and shall include the reasons for the decision. A copy of the decision shall be provided to the affected faculty unit employee and all levels of review. A copy of the decision shall be placed in the faculty unit employee's Personnel Action File in accordance with Article 11, Personnel Files.

ARTICLE 16

FACULTY STATUS GRIEVANCE PROCEDURE

Definitions

16.1 Faculty Status Grievance - The term "faculty status grievance" as used in this Article refers to the filed appeal of a negative decision on retention, award of tenure, or promotion or a punitive reassignment.

16.2 Faculty Status Grievant - The term "faculty status grievant" as used in this Article refers to a:

a. tenured faculty unit employee who has received a negative decision on promotion or an alleged punitive reassignment;

b. probationary faculty unit employee who has received a negative decision on retention, award of tenure, or promotion, or an alleged punitive reassignment; or

c. temporary faculty unit employee who has received an alleged punitive reassignment.

16.3 Arbitration Panel - The term "Arbitration Panel" shall refer to a panel composed of an arbitrator selected pursuant to provision 16.33 of this Article, and two (2) panel members, one (1) appointed by each of the respective parties. The arbitrator shall be considered a member of the panel and shall act as chair of the panel and shall preside at the hearing. In order for the Arbitration Panel to hear an arbitration or deliberate, all members of the panel must be present. Action of the Arbitration Panel shall be with the agreement of at least two (2) members.

16.4 Peer Grievance Committee - The term "Peer Grievance Committee" means a committee duly constituted in accordance with provisions 16.20 - 16.22 of this

Article. Recommendations of the Peer Grievance Committee shall be with the agreement of at least two (2) members.

16.5 Appropriate Administrator - The term "appropriate administrator" as used in this Article refers to the administrator to whom the employee is normally accountable, or the administrator who has been designated by the President to act pursuant to this Article.

16.6 Representative - The term "representative" as used in this Article shall be a CFA representative or other representative who, at the grievant's request, may be present at all stages of this procedure except arbitration. Representation at arbitration shall be by a CFA representative.

16.7 Respond and File - The terms "respond" and "file" as used in this Article refer to personal delivery or deposit in the U.S. mail. If mail delivery is used, it shall include a proof of service by mail which shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing. A copy of all responses shall be concurrently served on the faculty status grievant's representative.

16.8 Negative Decision - The term "negative decision" as used in this Article shall refer to an official decision by the President to:

a. not retain a probationary faculty unit employee;

b. deny the award of tenure to a probationary faculty unit employee; or

c. not promote a probationary or tenured faculty unit employee.

Failure to promote due to lack of available funds shall not be considered a negative decision.

16.9 Punitive Reassignment - The term "punitive reassignment" as used in this Article refers to a change in assignment to duties not within the faculty unit employee's normal responsibilities or from the department to which the individual is

appointed, allegedly for the purpose of retaliation or punishment.

Informal Resolution

16.10 A faculty unit employee shall have the right to present a potential faculty status grievance and to have that potential faculty status grievance considered in good faith. The faculty unit employee and representative, if any, shall discuss the potential faculty status grievance with the President no later than fourteen (14) days after the issuance of the negative decision on retention, award of tenure, promotion, or a punitive reassignment.

16.11 The faculty unit employee, whenever possible, shall attempt to resolve the potential faculty status grievance informally with the President.

Appeal Options

16.12 A grievant may file an appeal in accordance with the Peer Committee Review Option or the Faculty Status Arbitration Option.

16.13 Scope of Peer Committee Review Option

The Peer Committee Review Option may be selected by the grievant when alleging that (a) the considerations or lack thereof during a Performance Review and the subsequent decision were unjustified, or (b) a reassignment was punitive.

16.14 Scope of Faculty Status Arbitration Option

The Faculty Status Arbitration Option may be selected by the grievant when alleging that (a) a negative decision was unreasonable; (b) a violation, misinterpretation, misapplication of a contract provision substantially contributed to a negative decision; or (c) a reassignment was punitive.

16.15 The appeal option selected and indicated on the form shall be a final and binding election of an appeal option. The formal filing of an appeal pursuant to this Article shall prohibit the faculty unit employee from having recourse to Article 10, Contract Grievance Procedure, regarding the same negative decision, punitive reassignment or the same alleged violation of this Agreement.

Formal Filing

16.16 A formal faculty status grievance shall be filed with the Office of the President on a form provided by the CSU. A formal faculty status grievance may be filed no later than thirty-two (32) days after the date of a negative decision or alleged punitive reassignment. The grievant shall state clearly on the form:

a. appeal option selected;
b. specific allegation(s) raised consistent with the scope of the appeal option selected;

c. specific terms of this Agreement, if any, alleged to have been violated;

d. detailed description of the grounds of the grievance;

e. proposed remedy;

f. name, department or equivalent unit, classification of the faculty status grievant, and his/her signature;

g. name of CFA representative or other representative, if any, and address; and

h. date of submission of the grievance.

16.17 The grievant shall submit documentation, materials, and records necessary for complete understanding no later than seven (7) days after the filing.

16.18 Copies of the form shall be provided at the time of filing to the Office of the Chancellor and CFA.

Peer Committee Review Option

16.19 The President shall establish a Peer Grievance Panel consisting of all full-time tenured faculty unit employees who are not members of current peer review committees, but who have served on higher level peer review committee(s) concerned with retention, promotion, and tenure, pursuant to Article 15, Evaluation, within the previous five (5) years. The panel shall have no fewer than thirty (30) faculty unit employees. If there are not sufficient eligible faculty unit employees available for the panel, then the time limit of five (5) years shall be extended until the full complement is reached. The Peer Grievance Panel shall elect a chair from among its members.

16.20 The membership of the Peer Grievance Committee shall be selected by lot from the Peer Grievance Panel and shall consist of three (3) members and one (1) alternate. If there are not sufficient eligible faculty unit employees available for the panel, then the time limit of five (5) years shall be extended one (1) additional year at a time up to a maximum of ten (10) years until the full complement is met. If such an extension of the time limit does not yield at least thirty (30) eligible faculty unit employees, a random selection shall be made from the previous year's initial level peer review committee chairs.

16.21 Within ten (10) days of the filing, the grievant and his/her representative, if any, shall meet with the appropriate administrator and Peer Grievance Panel Chair to select a Peer Grievance Committee from the Peer Grievance Panel. The Peer Grievance Panel Chair shall select by lot six (6) names from potential members. The grievant and appropriate administrator shall each strike one (1) name. The alternate shall be selected by lot from the remaining names. The three (3) remaining names shall be the members of the Peer Grievance Committee.

16.22 The Peer Grievance Committee shall begin its review within ten (10) days following the selection of the committee.

16.23 The Peer Grievance Committee shall meet to:

a. review the relevant portions of the grievant's personnel action file, including materials, recommendations, response, and rebuttals, if any; and

b. review the grievant's written statement of allegations of errors of omission or unreasonable application of standards and supporting information.

16.24 The grievant and his/her representative, if any, may meet with the Peer Grievance Committee to present issues.

16.25 The appropriate administrator may meet with the Peer Grievance Committee.

16.26 In reaching its recommendation and in preparing its report, the Peer Grievance Committee shall consider

only materials presented pursuant to this Article and the presentation, if any, by the grievant and his/her representative and appropriate administrator. The meeting and deliberations of the committee shall be confidential.

16.27 Within forty (40) days after selection, the Peer Grievance Committee shall submit to the President a written report of its findings and recommendations, including the reasons. All materials considered by the Peer Grievance Committee in reaching its conclusion shall be forwarded to the President.

16.28 Upon the filing of its report, the Peer Grievance Committee shall be discharged of its duties.

16.29 Within fourteen (14) days after receiving the report, the President shall consider the recommendation of the Peer Grievance Committee and issue a final decision. The President shall give full consideration to the recommendation of the Peer Grievance Committee.

16.30 The President shall notify the grievant, the Peer Grievance Committee, and the representative, if any, in writing of the decision and the reasons for the decision.

Faculty Status Arbitration Option

16.31 In the event the faculty status grievance is not settled at the informal level, the grievant may request of the CFA that the faculty status grievance be submitted to arbitration. Such a request shall be submitted in writing to the CFA no later than eighteen (18) days after the negative decision or alleged punitive reassignment.

16.32 No later than thirty-two (32) days after the negative decision or punitive reassignment, the CFA may, by written notice to the Office of the Chancellor, submit the grievance to arbitration. The CFA and the Office of the Chancellor shall either agree on a mutually acceptable arbitrator or shall jointly request the American Arbitration Association to supply a list of names pursuant to its rules.

16.33 Each party shall notify the other party of the name of their respective panel member no later than seven (7) days after receipt of the request for arbitration. This provision shall not be

interpreted to limit a party's choice of an appointee.

16.34 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) person is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.

16.35 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentation of the parties on the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of provision 16.37, below.

a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.

b. When the grievance is found arbitrable, the arbitrator shall hear and rule on the merits of the grievance.

c. This provision shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

16.36 The Arbitration Panel's award or an arbitrator's decision on arbitrability shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issue(s) submitted. An award shall not include a minority report.

16.37 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply during arbitration except when the specific language of this Agreement is in conflict, in which case the specific language of this Agreement shall apply.

16.38 It shall be the function of the Arbitration Panel to rule on the specific grievance. The Arbitration Panel shall be subject to the following limitations:

a. The Arbitration Panel's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs.

b. The Arbitration Panel shall have no power to alter, add to, detract from, or amend the

provisions of this Agreement. The Arbitration Panel shall be without power to make any recommendation which require the commission of an act prohibited by law or which is violative of the specific terms of this Agreement.

c. The Arbitration Panel's authority shall be limited, with respect to a remedy regarding the award of tenure or promotion, to remanding the matter to the President for redetermination by following the appropriate evaluation procedures. The arbitrator may direct that the status quo be maintained until another decision is rendered. The arbitrator shall maintain jurisdiction until a redetermination which may affirm, modify, or reverse the original decision is made. Although the Arbitration Panel shall be without power to grant tenure or promotion, the Arbitration Panel may, in rendering its award, make a strong recommendation concerning the granting of tenure or promotion.

d. The award of the Arbitration Panel may or may not include back pay, provided, however, that any back pay award shall not be in excess of two hundred and ten (210) days salary less any unemployment compensation or other compensation that the employee received. A back pay award in excess of the above may be provided for the time the grievance procedure was extended due to an arbitrability hearing.

e. The standard of review for the Arbitration Panel is whether a violation of this Agreement substantially contributed to a negative decision, whether the negative decision was unreasonable, or whether a reassignment was punitive.

16.39 The Arbitration Panel's award shall be final and binding on the parties. Copies of the Arbitration Panel's award shall be provided to the CSU, CFA, and faculty status grievant.

16.40 A subpoenaed witness who is a faculty unit employee shall be provided with release time to appear at an arbitration hearing. A panel member who is a faculty unit employee shall be provided with release time to participate in an arbitration hearing. Expenses of a witness called before the Arbitration Panel shall be borne by the party calling the witness.

16.41 Each party shall bear the expenses of preparing and presenting its own case. Each party shall bear the expenses of its appointee to the panel. The cost for the services of the arbitrator shall be borne equally by the parties.

16.42 A faculty status grievance settled prior to arbitration shall not be precedent setting. An Arbitration Panel's award shall not be precedent setting.

General Provisions

16.43 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

16.44 Time limits set forth in this Article may be extended by mutual agreement. The time limits shall be held in abeyance during periods when the grievant is in nonwork status; when the grievant or appropriate administrator is on a paid leave for seven (7) days or more; or during periods of official campus closure.

16.45 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a faculty status grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator. The grievant or his/her representative shall have access to all information, exclusive of information defined as confidential or personal pursuant to the Information Practices Act of 1977 or HEERA, which would assist in adjusting the grievance.

16.46 A decision to submit a faculty status grievance to Faculty Status Arbitration or Peer Committee Review shall automatically be a waiver of all other remedies except as otherwise provided by statute.

16.47 A grievant may withdraw a faculty status grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

16.48 The grievant and the CFA representative or other representative, if any, shall be provided reasonable release time for the presentation of a faculty status grievance at a faculty status arbitration hearing or at a Peer Grievance Committee meeting.

16.49 Both parties agree that all faculty status grievance files and/or the content of faculty status grievance meetings shall be confidential. Faculty status grievance records shall be kept in a file separate from the grievant's Personnel Action File.

16.50 If a "final action" giving rise to a grievance took place prior to the effective date of this Agreement and a grievance is filed in a timely manner pursuant to Executive Order No. 301, such a grievance shall proceed pursuant to Executive Order No. 301.

ARTICLE 17

TEMPORARY SUSPENSION

17.1 When the President determines there is strong and compelling evidence, the President may temporarily suspend with pay a faculty unit employee for reasons related to (a) the safety of persons or property, (b) the disruption of programs and or operations, or (c) investigation for formal notice of disciplinary action.

17.2 The President shall notify the faculty unit employee of the immediate effect of a temporary suspension.

17.3 The President may terminate or extend a temporary suspension and shall so notify the faculty unit employee.

17.4 Unless earlier terminated by the President, a temporary suspension, including any extension of a temporary suspension, shall automatically terminate upon the service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever first occurs.

ARTICLE 18

REPRIMANDS

18.1 A faculty unit employee may receive from an appropriate administrator an oral and/or written reprimand.

18.2 A faculty unit employee shall be provided with a copy of a written reprimand at least five (5) days prior to the possible placement of such a reprimand

in the faculty unit employee's Personnel Action File.

18.3 A faculty unit employee may request a conference with the appropriate administrator who issued the reprimand to discuss the reasons for reprimand. Such a request shall not be unreasonably denied. The faculty unit employee may be represented at such a conference by another faculty unit employee or a CFA representative.

18.4 The appropriate administrator may at any time retract a reprimand or modify a reprimand. The appropriate administrator shall notify the faculty unit employee of such retractions or modifications.

18.5 A written reprimand shall be placed in the official personnel file of the affected faculty unit employee and shall be subject to Article 11, Personnel Files.

18.6 The faculty unit employee shall have the right to attach a rebuttal to a written reprimand and/or request correction of the record pursuant to Article 11, Personnel Files.

18.7 Upon the faculty unit employee's request, and four (4) years from its effective date, a reprimand in the Personnel Action File shall be permanently removed. A statement verifying the permanent removal of the reprimand shall be provided the faculty unit employee. Neither the request for such a removal nor the statement verifying the removal shall be placed in the official Personnel Action File. This provision shall not be implemented under the following conditions:

a. a notice of disciplinary action has been served on a faculty unit employee and such a reprimand is related to the pending disciplinary action; or

b. a subsequent reprimand(s) of a similar nature has been placed in the Personnel Action File within the four (4) year period.

ARTICLE 19

DISCIPLINARY ACTION PROCEDURE

Scope of Disciplinary Action

19.1 Sanctions imposed in a disciplinary action shall be limited to dismissal, demotion, or suspension without pay.

19.2 Disciplinary action shall not include denial of appointment, separation during a temporary appointment, rejection during probation, denial of tenure, denial of promotion, reappointment, reassignment, transfer, layoff, reprimand, temporary suspension with pay, or any other personnel action or recommendation or decision except those in provision 19.1 of this Article. Recommendations or decisions in the appointment, reappointment, probation, tenure, promotion, reassignment, transfer, layoff, reprimand, or temporary suspension processes are not disciplinary actions and are not subject to the disciplinary action procedures of this Agreement.

Notice of Pending Dismissal, Demotion or Suspension Without Pay

19.3 The President shall initiate the disciplinary action process by written notice of pending disciplinary action served in person or served by certified mail return receipt requested to the affected faculty unit employee. The faculty unit employee shall be informed in this notice that the sanction specified in the notice shall be imposed unless, following review of the matter, the President notifies the faculty unit employee otherwise.

19.4 The notice of pending disciplinary action shall include:

a. the cause(s) for disciplinary action;

b. the pending sanction;

c. the proposed effective date of the pending sanction;

d. the appropriate administrator designated by the President to review the matter;

e. the right of the faculty unit employee to appeal pending disciplinary action and to have the matter heard; and

f. a copy of this Article.

Acceptance of Disciplinary Action

19.5 The faculty unit employee may accept the pending disciplinary action at any time by filing a letter of acceptance of the disciplinary action with the President. An acceptance of disciplinary action shall result in the imposition of the pending sanction, but is not an admission by the faculty unit employee to the allegations of misconduct. Failure of a faculty unit employee to appeal a pending disciplinary action pursuant to this Article shall result in imposition of the pending sanction.

Review of Pending Disciplinary Action

19.6 Within seven (7) days of receipt of the notice of pending disciplinary action and at a time and place mutually acceptable to the affected faculty unit employee and the appropriate administrator, the faculty unit employee and a CFA representative, if any, may meet with the appropriate administrator designated by the President and his/her representative (if any) to review the notice, the reason(s), and the evidence. The faculty unit employee may respond orally or in writing. Such a written response (if any) shall be directed to the appropriate administrator within seven (7) days of the meeting or within fourteen (14) days of the notice of pending disciplinary action in the cases when no meeting takes place. A copy of such written response may be provided to the President. The appropriate administrator designated by the President shall not have been directly involved in the initiation of the pending disciplinary action.

19.7 Based upon the review and the response, if any, of the affected faculty unit employee, the appropriate administrator shall issue a report to the President within five (5) days of the response of the affected faculty unit employee or within fifteen (15) days of the notice of pending disciplinary action in cases when no response is submitted. The President shall consider the report of the appropriate administrator.

19.8 Within five (5) days of receipt of the report, the President shall notify the affected faculty unit employee of his/her decision to rescind, modify, or affirm the pending disciplinary action. The effective date of such disciplinary action shall be included in this notification. Such an effective date shall be at least twelve (12) days from the date of this notification except as provided in provisions 19.11a and 19.11b. This notice shall be the notice issued by the CSU for purposes stated in Education Code Section 89538 and Section 89539.

Disciplinary Action Appeal Process

19.9 A faculty unit employee may appeal a pending disciplinary action by selecting one of the two follcwing appeal options:

a. Within ten (10) days of receipt of the notification pursuant to provision 19.8 above, a faculty unit employee may file a written notice of appeal with the President in accordance with the Disciplinary Action Arbitration Procedure, provisions 19.12 - 19.20 below. Such a notice of appeal shall include the name and title of the CFA representative. Such notice shall be accompanied by a detailed statement of the disputed facts and defenses to the allegation of misconduct.

b. Within ten (10) days of receipt of the notification pursuant to provision 19.8 above, a faculty unit employee may file a written notice of appeal with the President indicating an intent to request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. Such notice shall be accompanied by a detailed statement of the disputed facts and defences to the allegation of misconduct. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board within twenty (20) days of receipt of the notification pursuant to provision 19.8 above.

19.10 Filing the notice of one of the two disciplinary action appeal options pursuant to provision .9 above shall constitute a final and binding decision by the affected faculty unit employee.

Imposition of Sanction

19.11 a. If, pursuant to provision 19.9a, the affected faculty unit employee notifies the President of

an appeal involving the sanction of suspension without pay for thirty (30) days or less, the CFA and the CSU may agree that the sanction shall be held in abeyance pending a final arbitration award and its implementation.

b. If, pursuant to provision 19.9a, the affected faculty unit employee notifies the President of an appeal involving the sanction of suspension without pay for more than thirty (30) days, demotion, or dismissal, the CSU shall hold the sanction in abeyance pending a final arbitration award and its implementation.

Disciplinary Action Arbitration Procedure

19.12 No later than ten (10) days after the decision to submit the pending disciplinary action to disciplinary action arbitration, CFA and the Office of the Chancellor shall agree on a mutually acceptable arbitrator or shall jointly request the American Arbitration Association to supply a list of arbitrators pursuant to its rule.

19.13 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) person is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.

19.14 It shall be the function of the arbitrator to determine whether cause for disciplinary action existed and to affirm, modify, or deny the sanction or pending sanction.

19.15 Within ten (10) days from the date the hearing is closed, the arbitrator shall issue to the parties a written award stating the decision on the issue(s) submitted. Copies of the award shall be provided to the parties. The award shall be final and binding on the parties.

19.16 The arbitrator shall provide a complete written decision setting forth his/her findings, reasons, and conclusions on the issue(s) submitted no later than thirty (30) days after the award is issued. Copies of the complete decision shall be provided to the parties.

19.17 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except when the specific language of this Agreement is in

conflict, in which case the specific language of the Agreement shall apply.

19.18 The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs by the parties.

19.19 The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement. The arbitrator shall be without power to make an award which requires the commission of an act prohibited by law, or an omission of an act required by law, or which is violative of the specific terms and conditions of this Agreement.

19.20 The award of the arbitrator may include back pay provided, however, that any back pay award shall be less the difference of any unemployment compensation received.

19.21 Each party shall bear the expenses of preparing and presenting its own case. The affected faculty unit employee, the CFA representative, if any, and witnesses who are CSU employees called before the arbitrator shall be provided with release time for the official hearing. The cost for the services of the arbitrator shall be borne by the CSU.

Pre-Sanction Suspension

19.22 When the President determines it is in the best interests of the campus, he/she may suspend with pay a faculty unit employee who has been served with a Notice of Pending Dismissal, Demotion, Suspension Without Pay pursuant to provision 19.3 of this Article. Such a suspension may continue until imposition of sanction or a final award pursuant to this Article or pursuant to Education Code 89539.

19.23 The affected faculty unit employee shall be notified in writing of such a suspension with pay. The President may terminate such a suspension at any time. The affected faculty unit employee shall be notified in writing of such a termination.

Pre-Sanction Reassignment

19.24 When the President determines it is in the best interests of the campus, he/she may reassign a faculty unit employee who has been served with a Notice of Dismissal, Demotion, Suspension Without

Pay pursuant to provision 19.3 of this Article. Such a reassignment shall be without a change in salary. Such a reassignment may continue until imposition of sanction or a final award pursuant to this Article or pursuant to Education Code 89539. The affected faculty unit employee shall receive written notification of reassignment and a written notification of termination of reassignment, when appropriate. Such a reassignment shall not be considered a punitive reassignment.

ARTICLE 20

ASSIGNMENT OF RESPONSIBILITY, WORKLOAD, AND SCHEDULES

Faculty Employees: Assignment of Responsibilities

20.1 The assignments of a faculty employee may include instruction, instruction-related responsibilities, and other activity assignments and duties.

20.2 Instruction and instruction-related responsibilities may include, but shall not be limited to, instruction; office hours; student advising, including registration, student orientation; service on systemwide and campus committees or task forces; field work; activities that foster relevant professional growth, such as research and creative activity; sponsorship of student groups; curriculum development; and community service relevant to the mission of the campus.

20.3 Attendance at department, school, and campuswide meetings may be required of full-time faculty employees. The department shall select members of the department to attend commencement as representatives of the department.

20.4 A full-time faculty employee shall hold a minimum of five (5) office hours per week. Such office hours shall be scheduled at times and on days when affected students are normally in attendance. This provision shall be applied pro rata for less than full-time employees.

20.5 A faculty employee shall provide information on his/her instruction-related responsibilities when requested by the appropriate administrator.

20.6 A faculty employee may be assigned by the appropriate administrator instruction, instruction-related responsibilities, activities, and duties to be performed at an off-campus location. Prior to making such an assignment, agreement of the faculty employee shall be sought. A faculty employee shall be reimbursed for approved expenses incurred by such assignments at off-campus locations. Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

Normal Workload Assignments

20.7 A normal full-time assignment per term for faculty employees shall be twelve (12) Weighted Units for instruction and three (3) Weighted Units for instruction-related responsibilities.

20.8 A variation of the normal full-time assignment per term shall not exceed fifteen (15) Weighted Units for instruction and instruction-related responsibilities.

20.9 A variation of the normal full-time assignment per term for temporary faculty employees may be fifteen (15) Weighted Units for instruction. Such a variation includes office hours and only other duties of an essential nature to the instructional assignment.

20.10 Prior to making an assignment that is a variation of the normal workload assignment, the agreement of the faculty employee shall be sought. The affected department may make recommendations regarding such variations. Normal workload assignments and variations of normal assignments shall be made by the appropriate administrator.

20.11 Provisions 20.7 - 20.10 shall apply pro rata to part-time faculty employees. These provisions shall apply as appropriately adjusted for faculty employees at campuses on quarter system year-round operations (QSYRO).

Deviation from a Normal Workload

20.12 The appropriate administrator may assign to a full-time faculty employee a number of Weighted Units greater or fewer than the normal fifteen (15) Weighted Units of insruction or instruction-related responsibilities per term provided that the

assignment averages fifteen (15) Weighted Units per term over the academic year or, for QSYRO, over the college year. Prior to making such an assignment, the agreement of the faculty employee shall be sought. The affected department may make recommendations regarding a deviation from a normal workload.

a. Assigned Weighted Units in excess of the average fifteen (15) per term may be carried over by full-time faculty employees from a spring term to the subsequent fall term. Carry-over of assigned Weighted Units in excess of the average of fifteen (15) per term from a spring term to beyond the subsequent fall term shall be at the discretion of the President and only in unusual circumstances. This provision shall not apply to faculty employees who do not hold an appointment for the subsequent fall term.

b. A full-time faculty employee shall not be compensated in any form for assigned responsibilities in excess of fifteen (15) Weighted Units per term except as provided in this provision.

20.13 Flexible assignments/schedules may be considered as a means of recognizing graduate course assignments.

Work Hours

20.14 Work hours may be established on an hourly or per job basis for a casual employment employee.

Assignment and Schedules

20.15 At the request of the faculty employee, the appropriate administrator shall discuss assignments and future assignments with the faculty employee. Assignments pursuant to this Article shall be made by the appropriate administrator and may be scheduled on workdays or days in lieu thereof.

20.16 The affected department may make recommendations concerning the schedule of departmental faculty employees. All schedules including office hours shall be subject to approval by the appropriate administrator.

20.17 A faculty employee shall be required to be on campus on workdays or days in lieu thereof when he/she has scheduled or required assignments.

20.18 The assignments and schedules of casual employment employees shall be determined by the appropriate administrator.

Substitute Assignments

20.19 A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be eighteen (18) class hours, shall be compensated at the faculty substitute rate. Temporary substitute assignments of a longer duration, which shall normally be greater than eighteen (18) class hours, shall be compensated in Weighted Units. For compelling reasons, a faculty employee may decline such an assignment.

Bargaining Unit Department Chair Assignments

20.20 Bargaining unit department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.

20.21 Such department chairs shall perform duties and carry out responsibilities assigned by the President.

20.22 Such department chairs shall be appointed by the President and shall serve at the pleasure of the President.

Library Faculty Unit Employees: Assignment of Responsibility

20.23 The assignment of a library faculty unit employee may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on systemwide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. Such assignments shall be made by the appropriate administrator.

20.24 A library faculty unit employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the library faculty unit employee shall be sought. A library faculty unit employee shall be reimbursed for approved expenses incurred by such assignment at off-campus locations.

Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

Assignment and Schedules

20.25 At the request of the library faculty unit employee, the appropriate administrator shall discuss assignments and future assignments with the library faculty unit employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

20.26 The affected library faculty unit employee may request a particular work schedule. All such schedules shall be subject to approval by the appropriate administrator.

20.27 A library faculty unit employee shall normally be required to be on campus on his/her workdays as defined by his/her work year.

Work Hours

20.28 The work hours of a full-time library faculty unit employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time library faculty unit employee.

Coaching Faculty Unit Employees: Assignment of Responsibility

20.29 The assignments of a coaching faculty unit employee may include, but shall not be limited to, coaching and related duties, service on appropriate systemwide and campus committees and task forces, public services, teaching responsibilities and student advising.

20.30 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching faculty unit employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations.

Assignment and Schedules

20.31 At the request of the coaching faculty unit employee, the appropriate administrator shall

discuss assignment and future assignments with the coaching faculty unit employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

20.32 The coaching faculty unit employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

Work Hours

20.33 The work hours of a full-time coaching faculty unit employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching faculty unit employee.

Work Year

20.34 An academic year shall not exceed one hundred eighty (180) workdays or days in lieu thereof. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred eighty (180) days. The campus academic calendar shall establish workdays of academic year faculty unit employees.

20.35 Ten (10) Month Work Year

The work year of a full-time ten (10) month faculty unit employee shall be the number of fiscal year workdays within the assigned ten (10) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned ten (10) months. The appropriate administrator shall determine the ten (10) months of a faculty unit employee's work schedule.

20.36 Twelve (12) Month Work Year

The work year of a full-time twelve (12) month faculty unit employee shall be the number of fiscal year workdays within the assigned twelve (12) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned twelve (12) months.

Librarian Work Plan

20.37 A library faculty unit employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one or more fiscal years on a ten (10) month basis. A library faculty unit employee shall provide written notice to the appropriate administrator at least six (6) months prior to the proposed effective date of the 10/12 work plan.

20.38 A library faculty unit employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a library faculty unit employee has filed a notice of election to participate in the 10/12 work plan for more than one (1) fiscal year, an alteration of one (1) or more fiscal years from those originally chosen shall be subject to approval by the President.

20.39 A 10/12 work plan yearly schedule shall provide that the appropriate periods of time in work status and nonwork status shall be scheduled within one (1) fiscal year.

20.40 During an initial year of employment, a yearly schedule for a library faculty unit employee in the 10/12 work plan program shall normally be ten (10) consecutive pay periods in work status followed by two (2) consecutive pay periods in nonwork status. In subsequent years, the two (2) months in nonwork status need not follow the ten (10) months in work status.

20.41 At the time of election to participate in the 10/12 work plan, the library faculty unit employee shall identify the two (2) months in nonwork status. The appropriate administrator shall approve the two (2) month period unless it is determined by the appropriate administrator that library operations will be impaired. Should this occur, the appropriate administrator shall designtate at least two (2) alternate two (2) month periods from which the library faculty unit employee will choose one (1).

20.42 A variation of a normal yearly schedule may be approved by the President, except that such variation shall not provide for a period of time in nonwork status which requires advance payment of salary. A variation may include a pattern of "5-1, 5-1" or movement from nonwork status to work status at times other than the beginning of a pay period.

Some variations of a normal yearly schedule may require delayed adjustments in salary payment. Such delays shall not be the basis of a grievance.

20.43 A library faculty unit employee participating in the 10/12 work plan shall receive his/her ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.

20.44 A library faculty unit employee moving from a twelve (12) month status to the 10/12 work plan shall retain his/her salary anniversary date.

20.45 A library faculty unit employee on the 10/12 work plan shall accrue sick leave, vacation, and seniority credit during the full twelve (12) month period.

20.46 Ten (10) months of service by a library faculty unit employee in the 10/12 work plan shall constitute one (1) year of service for employment status matters, merit salary adjustment, and retirement.

ARTICLE 21

SUMMER SESSION

21.1 Provisions of this Article shall apply to faculty unit employees in classification 2357, Instructional Faculty - Summer Session.

21.2 The terms and provisions of this Agreement shall not apply to faculty unit employees in classification 2357 except as provided for in this Article and as specifically referenced by provision number in this Article.

21.3 Appointment of a faculty unit employee to classification 2357 shall be made by the President. The faculty unit employee shall maintain the academic or librarian rank prevailing during the immediate past academic year. Acceptance of an appointment and course assignment includes an agreement by the employee to meet the class on the first day regardless of enrollment.

21.4 A summer session appointment is a temporary appointment for a specific period of time.

21.5 The official notification to a faculty unit employee of a summer session appointment shall include the beginning and ending dates of appointment, time base, salary, the requirement to meet the first class, and other conditions of appointment. The faculty unit employee's appointment may provide for participation in the student evaluation process.

Assignment of Responsibility

21.6 The responsibilities of a faculty unit employee assigned to classification 2357 may include teaching, office hours, and other responsibilities accepted.

Salary

21.7 The salary of a faculty unit employee appointed for summer and special sessions shall be determined by the President at a rate equal to or above that shown in Appendix C. Such rate shall be adjusted annually by any cost-of-living increase adjustments in the general faculty salary scale in the preceding academic year. If the course to which a faculty unit employee has been assigned does not meet minimum enrollment as indicated in the salary schedule, the faculty unit employee may receive a reduced salary in accordance with Appendix C.

21.8 A faculty unit employee shall accept the reduced salary or withdraw from the appointment. The faculty unit employee shall receive no compensation for an under-enrolled class from which he/she withdraws.

21.9 The class may be cancelled by the President. If the class is not cancelled prior to the second class meeting, the faculty unit employee shall be compensated at the full or reduced salary pursuant to 21.7 of this Article for the entire appointment. If the class is cancelled prior to the second meeting, the faculty unit employee shall not be compensated.

ARTICLE 22

LEAVES OF ABSENCE WITHOUT PAY

22.1 A full-time faculty unit employee or less than full-time tenured faculty unit employee shall be

eligible for a leave of absence without pay in accordance with this Article.

22.2 An eligible faculty unit employee may be granted a leave of absence without pay for a specific purpose and length of time, such as one (1) quarter, two (2) quarters, one (1) semester, or one (1) year. Leaves of absence without pay may be granted for up to two (2) years. An extension of such leave may be granted for up to one (1) year.

22.3 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The eligible faculty unit employee shall receive a written response regarding granting or denial of the leave. If a professional leave is granted, the response shall include the reason(s) for granting the leave and any conditions of such a leave. If a professional leave is denied, the response shall include the reason(s) for the denial.

22.4 A faculty unit employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue his/her health and dental benefits at his/her own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive health and dental benefits as provided by the CSU in the same manner as when the employee was on pay status.

22.5 A faculty unit employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.

22.6 A faculty unit employee on a leave of absence without pay shall notify the appropriate administrator no later than April 1 of his/her intention to return to duty at the beginning of the academic year or no later than October 1 of his/her intention to return to duty at the beginning of the spring term or winter quarter.

Personal Leaves of Absence Without Pay

22.7 Personal leaves of absence without pay may be granted by the President. A personal leave of absence without pay may be for purposes of unpaid sick leave, outside employment,

maternity/paternity, parental leave or other purposes of a personal nature. Faculty unit employees on a personal leave without pay shall not accrue service credit toward probation, sabbatical eligibility, merit salary adjustment eligibility, or seniority.

22.8 Parental leave shall refer to a leave for the purpose of a parent providing care to his/her child living in the household.

22.9 Maternity/paternity leave shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant. A maternity/paternity leave granted shall not constitute a break in service.

22.10 A tenured faculty unit employee shall be entitled to a maternity/paternity leave without pay for up to twelve (12) months.

22.11 The President shall determine whether a personal leave of absence without pay constitutes a break in service, except for such leaves granted pursuant to provisions 22.9 and 22.10 of this Article.

Professional Leaves of Absence Without Pay

22.12 Professional leaves of absence without pay may be granted by the President. A professional leave of absence without pay may be for purposes of research, advanced study, professional development, or other purposes of benefit to the campus.

22.13 A faculty unit employee on a leave of absence without pay for professional purposes shall, when otherwise eligible, accrue service credit toward probation, sabbatical eligibility, merit salary adjustment eligibility and seniority. Such accrual of service credit toward sabbatical eligibility shall be for a maximum of one (1) year per sabbatical eligibility period. Such accrual of service credit toward probation shall be for a maximum of one (1) year. Such accrual of service credit toward merit salary adjustment eligibility shall be for a maximum of one (1) year per professional leave of absence without pay and extensions thereof. Such accrual of service credit shall be forfeited whenever the President has determined the conditions of the leave were not met.

22.14 An eligible faculty unit employee applying for a leave of absence without pay for professional

purposes shall provide a copy of his/her application to the affected department. In a timely manner, the department shall submit to the appropriate administrator and the faculty unit employee its recommendation regarding such a leave application. The department shall also receive a copy of the President's response regarding the leave application.

ARTICLE 23

LEAVES OF ABSENCE WITH PAY

Paid Bereavement Leave

23.1 Upon request to the President, a faculty unit employee shall be granted a one (1) day leave of absence with pay for each death of a significantly close relative. Upon request to the President, the faculty unit employee shall be granted two (2) consecutive days leave of absence with pay if the death of a significantly close relative requires that a faculty unit employee travel over five hundred (500) miles from his/her home.

23.2 A leave granted in accordance with provision 23.1 may be supplemented in accordance with bereavement provisions of Article 24, Sick Leave, provisions 24.10e, 24.11, and 24.12.

23.3 The term "significantly close relative" as used in this Article shall only mean a spouse and the faculty unit employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the faculty unit employee.

Jury Duty Leave

23.4 A faculty unit employee who serves on jury duty shall receive his/her regular salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.

23.5 An hourly faculty unit employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

23.6 A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator.

23.7 The faculty unit employee shall notify in writing the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the faculty unit employee when requested by the appropriate administrator.

Leave to Vote

23.8 A faculty unit employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of worktime without loss of pay to vote at a general, direct primary, or presidential primary election.

23.9 A faculty unit employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.

Absence as a Witness

23.10 A faculty unit employee serving as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall seek the payment of witness fees. Whenever possible, a faculty unit employee shall confer with the attorney requesting his/her appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

23.11 A faculty unit employee who is absent as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the faculty unit employee does not remit such fees, an amount equal to the fees shall be deducted from the faculty unit employee's salary. No vacation or

compensatory time off (CTO) shall be used in such cases.

23.12 A faculty unit employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the faculty unit employee while on leave. If the faculty unit employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

23.13 A faculty unit employee serving as a court-subpoenaed witness on a holiday or while on vacation or on CTO shall serve on his/her own time.

23.14 A faculty unit employee who is serving as a witness under subpoena at governmental administrative hearings to which the CSU is a party shall be provided with release time for appearance at the hearing.

23.15 A faculty unit employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The faculty unit employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

Emergency Leave

23.16 An emergency leave with pay may be granted to a faculty unit employee by the President in the event of a natural catastrophe or an emergency situation that places the health or safety of the faculty unit employee in jeopardy. Such leaves shall normally be of short duration.

Military Leave

23.17 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible faculty unit employees.

23.18 Emergency Military Leave

Faculty unit employees who are members of the National Guard are entitled to a leave of absence while engaged in the performance of ordered military or naval duty, including travel time, during any

time that the Governor has issued a proclamation of a state of emergency or during such time as the National Guard may be on appropriate active duty. Such leave of absence may not exceed the duration of the emergency.

23.19 Temporary Military Leave

Faculty unit employees who are members of the Reserve Corps of the Armed Forces of the United States or of the National Guard are entitled to a temporary military leave of absence for ordered active duty, provided that the period of duty does not exceed one hundred and eighty (180) calendar days, including travel time. A temporary military leave of absence shall not be approved for periods of inactive military duty, i.e., attendance at drills of an organized reserve unit.

23.20 Indefinite Military Leave

Indefinite military leave may be granted under any of the following circumstances:

a. when there is a condition of war or national emergency as proclaimed by the President or Congress of the United States;

b. when U.S. armed forces are serving outside the United States or its territories at the request of the United Nations; or

c. when there is a national conscription act in effect.

Faculty unit employees who leave positions to join the U.S. armed forces or who, as members on active duty of any reserve force, are called upon and who then serve under the above conditions, have a right to return to their positions. The employee must have been honorably released, separated, or discharged, and must return within six (6) months following termination of active service.

Faculty unit employees who fail to return to their positions within twelve (12) months after the first date upon which they could terminate, or could cause to have terminated, their active service forfeit their right to return.

23.21 Eligibility for Pay and Benefits at Commencement of Military Leave

a. Emergency Military Leave. A faculty unit employee who is eligible for emergency military leave is, without regard to length of employment, entitled to receive normal salary or compensation for a period not to exceed thirty (30) calendar days, and will not, as a result of the leave, suffer any loss or diminution of vacation or holiday privileges or be prejudiced with reference to promotion, continued employment, or reemployment. Faculty unit employees are entitled to these benefits regardless of the number of proclamations of emergency that may be issued by the Governor and without regard to other military leave benefits to which they may be entitled.

b. Temporary Military Leave. A faculty unit employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an temporary military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change. Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for an indefinite military leave.

c. Indefinite Military Leave. A faculty unit employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an indefinite military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change. Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for a temporary military leave.

23.22 Reinstatement Following Military Leave

a. Reinstatement Following Emergency Military Leave. A faculty unit employee eligible for emergency military leave has a right to return to the position held at the time the leave commenced. In determining other benefits to which the employee is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.

b. Reinstatement Following Temporary Military Leave. A faculty unit employee granted a temporary military leave of absence has the right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a a position of comparable seniority, status, and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had had he/she not taken a temporary military leave of absence.

An employee who has been in State service for a period of not less than one (1) year immediately prior to the date upon which the temporary military leave of absence begins receives the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or reemployment that the employee would have enjoyed had he/she not been absent on leave, with the provision that any uncompleted probationary period must be completed upon reinstatement.

c. Reinstatement Following Indefinite Military Leave. Following an indefinite military leave of absence, a faculty unit employee has a right, if discharged under conditions other than dishonorable, to return to their positions within six (6) months following the termination of active service with the armed forces--but this must not be later than six (6) months following the end of the war or national emergency.

A faculty unit employee also has a right to return to his/her position during terminal leave

from the armed forces. Upon such return to employment, the employee has all the rights and privileges connected with, or arising out of, the employment that he/she would have enjoyed had he/she not been absent. An uncompleted probationary period must be completed upon reinstatement.

A faculty unit employee whose position has ceased to exist during the employee's absence must be reinstated in a position of comparable seniority, status, and pay, if such a position exists, or to a comparable vacancy for which the employee is qualified.

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave does, however, count toward a merit salary adjustment and vacation category change.

d. Reinstatement Following Resignation to Serve in the Armed Forces. Faculty unit employees who resign employment to serve in the armed forces either of the United States or of the State of California have a right to return to employment prior to the date at which their employment would have ended had they not resigned. They shall notify the President in writing of their intention to return, and this shall be done within six (6) months of the termination of active service with the armed forces.

Such right to return to a position shall not be granted employees who fail to return to their positions within twelve (12) months after the first date upon which they could have terminated, or cause to have terminated, their active service.

The foregoing paragraph does not apply to any employee to whom the right of reinstatement has been granted under any other conditions.

23.23 Documentation Required in Connection with Military Leave

When requesting military leave, faculty unit employees are required to furnish a copy of the orders to active duty, and in order to be eligible for pay as provided in this Agreement,

employees are required to provide verification from their commanding officer or other competent military authority that the active duty was performed as indicated in the orders previously provided. A copy of such orders and certification, which will include dates of active duty, is retained in the employee's personnel file to substantiate any payments made under the provisions of this Agreement.

ARTICLE 24

SICK LEAVE

24.1 Following completion of one (1) academic qualifying pay period or one (1) qualifying pay period, a full-time faculty unit employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional academic qualifying pay period or qualifying pay period, eight (8) hours of credit for sick leave with pay shall be accrued.

24.2 Faculty unit employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.

24.3 Sick leave may be accumulated without limit. No additional sick leave with pay beyond that accumulated shall be granted.

24.4 Upon request, a faculty unit employee who returns to CSU employment within ten (10) months following the date of separation shall be credited by the campus with his/her sick leave balance at the time of separation from previous CSU employment. If the faculty unit employee is appointed to a classification in which sick leave is not accrued, this provision shall not apply.

24.5 A faculty unit employee shall be responsible for immediately reporting an absence to the appropriate administrator.

24.6 A faculty unit employee shall be responsible for promptly completing and signing the campus absence form and returning the absence form to the appropriate administrator.

24.7 A faculty unit employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. A faculty unit employee shall not normally be required to

unit employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.

24.8 Under no circumstances may a faculty unit employee be granted sick leave for days during layoff periods, during a leave of absence without pay or during an officially scheduled campus closure, unless the faculty unit employee is officially scheduled to work during such a closure.

24.9 A female employee on a maternity leave pursuant to Article 22 of this Agreement shall be entitled upon return to work status to use earned sick leave for the period of time covering date of childbirth and immediate physical recovery therefrom. Earned sick leave shall be charged only for workdays in such a period of time. Normally, ten (10) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave pursuant to this provision in excess of ten (10) days.

24.10 Absences Chargeable to Sick Leave

The use of sick leave may be authorized by the President only when a faculty unit employee is absent because of:

a. illness or injury, or disability related to pregnancy or childbirth;

b. exposure to contagious disease;

c. dental, eye, or other physical or medical examinations or treatments by licensed practitioners;

d. illness or injury in the immediate family; or

e. death of a person in the immediate family.

24.11 The term "immediate family" shall refer to close relatives or persons residing in the immediate household of the faculty unit employee, except domestic employees or roomers.

24.12 The President may authorize up to forty (40) hours of accrued sick leave credits for each death in the immediate family.

24.13 Sick leave for family care is primarily for emergency situations. Up to forty (40) hours of accrued sick leave credit may be used for family care during any one (1) calendar year.

24.14 A full-time faculty unit employee shall be charged eight (8) hours sick leave for each day he/she was not available to work due to an absence chargeable to sick leave. Sick leave shall be charged from the onset of such an absence until the employee resumes attendance at the campus. A full-time faculty unit employee who was in attendance on campus for part of a workday shall be charged such leave on a proportional basis for an absence chargeable to sick leave. A less than full-time faculty unit employee shall be charged sick leave on an hour-for-hour basis for absences chargeable to sick leave for hours of scheduled assignments.

24.16 The President may authorize up to sixty (60) days of unpaid sick leave or the use of vacation for a faculty unit employee who has exhausted his/her accumulated sick leave.

24.15 A faculty unit employee shall not be considered to work more than five (5) days in a seven (7) day period for the purpose of charging sick leave.

24.17 The President may, when he/she determines a critical need exists, authorize unpaid sick leave in excess of sixty (60) days.

24.18 If the President determines that a faculty unit employee is unable to carry out his/her duties due to medical incapacity, the President may authorize directed sick leave.

Supplement to Industrial Disability Leave

24.19 Upon written notification to CSU by an eligible faculty unit employee, the faculty unit employee may elect to supplement Industrial Disability Leave (IDL) payments with charges to his/her accrued sick leave. Such a notice shall be no later than fifteen (15) days after the report of the injury.

24.20 Such supplementation shall continue until the faculty unit employee has exhausted his/her accrued sick leave or until the faculty unit employee provides to the CSU written notification he/she wishes to discontinue supplementation.

24.21 Such a supplement to IDL payments shall not result in the faculty unit employee receiving a payment in excess of his/her regular salary or wage.

24.22 All payments received by an faculty unit employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

ARTICLE 25

PROFESSIONAL DEVELOPMENT

25.1 Professional development opportunities shall include:

a. a fee waiver program;

b. sabbatical leaves;

c. difference in pay leaves;

d. professional leaves without pay;

e. short-term absence with pay for approved conferences, workshops, and other professional meetings;

f. faculty exchange programs within and outside the CSU;

g. administrative intern programs;

h. reduction in assigned Weighted Units or other work responsibilities to pursue scholarly activities, training or retraining of benefit to the CSU;

i. specialized work schedules to pursue scholarly activities, training or retraining of benefit to the CSU; and

j. assignment to a reduced teaching load pursuant to provision 20.8 of Article 20, Assignment of Responsibility, Workload, and Schedules, of this Agreement.

25.2 Application procedures by which an eligible faculty unit employee may request professional development opportunity shall be determined by the President, except when such procedures are provided elsewhere in this Agreement.

25.3 A faculty unit employee who meets the eligibility requirements of a specific program listed in provision 25.1 of this Article may request such a professional opportunity.

25.4 The President shall determine if the request for professional development opportunity shall be granted and, if so, what costs, if any, shall be borne by the campus. The President may establish requirements that a faculty unit employee shall meet upon completion of a professional development opportunity. The faculty unit employee shall be notified in writing of the decision and such requirements, if any. A denial of the request for professional development opportunity shall include the reasons for such denial.

ARTICLE 26

FEE WAIVER

26.1 The appropriate administrator shall approve requests from all full-time faculty unit employees and less than full-time tenured faculty unit employees for enrollment in the CSU fee waiver program subject to the provisions of this Article.

26.2 A maximum of two (2) CSU courses or six (6) units, whichever is greater, may be taken on the fee waiver program per semester/quarter. Courses in self-support programs may not be taken on the fee waiver program.

26.3 Courses taken on the CSU fee waiver shall be job-related courses pursuant to provision 26.4, or career development courses pursuant to provisions 26.5 - 26.6.

26.4 Job-related courses shall relate to the current assignment of the faculty unit employee or the training or retraining of a faculty unit employee that will benefit the campus. CSU admission requirements shall not apply to job-related courses.

26.5 Career development courses shall relate to future career opportunities and assignments within the CSU. Career development courses may be taken pursuant to provision 26.6.

26.6 Approval of career development courses shall require that a program of study be established by the faculty unit employee and an appropriate advisor of choice. Such a program of study shall require written approval of the appropriate administrator. Normally, CSU admission requirements shall be met. CSU admission requirements may be waived by the appropriate administrator.

26.7 A course taken on the fee waiver program shall not conflict with scheduled classes or scheduled office hours of a faculty unit employee.

26.8 Provided that the operational and program needs of the faculty unit employee's department or equivalent unit are met in an orderly and normal manner, the library or coaching faculty unit employee shall be provided reasonable release time for one (1) on-campus course per semester/quarter taken pursuant to provisions 26.4 - 26.6. Reasonable release time for a faculty unit employee at the Chancellor's Office shall be time equal to class time.

26.9 In order for a faculty unit employee to continue participating in the CSU fee waiver program normal academic standards shall be maintained.

26.10 A record of completed courses may be placed in the faculty unit employee's official Personnel Action File.

26.11 The term "fee waiver" as used in this Article refers to the program that waives or reduces fees as listed below.

The following fees shall be fully waived:

Application Fee
Student Services Fee
Identification Card Fee
Instructionally Related Activity Fee

The following fees shall be reduced to one dollar ($1.00) each:

Student Body Association Fee
Student Union Fee
Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program. A faculty unit employee taking CSU courses

in addition to the CSU fee waiver courses shall pay the difference between the amount waived and the full State University Fee.

26.12 Participation in the fee waiver program shall entitle the faculty unit employee to instructional services, not student services. Implementation of this provision shall not require the CSU to displace any regularly enrolled student nor establish an additional section of a course.

ARTICLE 27

SABBATICAL LEAVES

27.1 A sabbatical leave shall be for purposes that provide a benefit to the CSU.

27.2 A full-time tenured faculty unit employee shall be eligible for a sabbatical leave if he/she has served full-time in a probationary and/or tenured position(s) for six (6) years in the preceding seven (7) year period prior to the leave and at least six (6) years after any previous sabbatical leave or difference in pay leave.

27.3 The faculty unit employee shall submit an application for a sabbatical leave. The application shall include a statement of the purpose of the sabbatical, a description of the proposed project and the CSU resources, if any, necessary to carry it out, and a statement of the time requested, which shall not exceed one (1) year.

27.4 Application and response deadlines shall be established by the President after considering recommendations from the Professional Leave Committee.

27.5 A Professional Leave Committee composed of tenured faculty unit employee shall review sabbatical applications. The sabbatical leaves committee shall be elected by probationary and tenured faculty unit employees. A faculty unit employee applying for a sabbatical leave shall not be eligible for election to the Professional Leave Committee. The recommendation ensuing from such a review shall be submitted to the appropriate administrator. This review shall consider questions related to the quality of the proposed sabbatical project.

27.6 A copy of the application shall be sent to the faculty unit employee's department. The department shall provide a statement to the appropriate administator regarding the possible effect on the curriculum and the operation of the department should the employee be granted a sabbatical.

27.7 Prior to making a recommendation to the President regarding the sabbatical leave application, the appropriate administrator shall consider the recommendations pursuant to provisions 27.5 and 27.6 above, other campus program needs and campus budget implications.

27.8 Prior to making a final determination regarding the sabbatical leave and the conditions of such an approved leave, the President shall consider the recommendations made pursuant to provisions 27.5, 27.6, and 27.7 above. The President shall respond in writing to the applicant and such a response shall include the reasons for approval or denial. If a sabbatical leave is granted, the response shall include any conditions of such a leave. A copy of this response shall be provided to the affected department and the Professional Leave Committee.

27.9 Final approval of a sabbatical leave shall not be granted until the applicant has filed with the President a suitable bond or an accepted statement of assets that are at least equal to the amount of salary paid during the leave. Such suitable bond or accepted statement of assets shall indemnify the State Of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the sabbatical leave.

27.10 An approved sabbatical leave shall not be implemented unless adequate funds for such a sabbatical leave have been budgeted.

27.11 The salary of a faculty unit employee on a salary leave shall be in accordance with the following:

a. one (1) semester at full salary;

b. two (2) semesters at one-half (1/2) of full salary;

c. one (1) quarter at full salary;

d. two (2) quarters at three-fourths (3/4) of full salary;

e. three (3) quarters at one-half (1/2) of full salary

27.12 A sabbatical of two (2) semesters or two (2) or three (3) quarters may be implemented within a two (2) consecutive year period, subject to the recommendations of the Professional Leave Committee and the appropriate administrator and the approval of the President.

27.13 A faculty unit employee on sabbatical leave shall be considered in work status and shall receive health, dental, and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on sabbatical leave.

27.14 A faculty unit employee on sabbatical leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.

27.15 A faculty unit employee on sabbatical leave shall not accept additional and/or outside employment without prior approval of the President.

27.16 A faculty unit employee granted a sabbatical leave may be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and the Professional Leave Committee.

27.17 A faculty unit employee shall render service to the CSU upon return from a sabbatical leave at the rate of one (1) term of service for each term of leave.

ARTICLE 28

DIFFERENCE IN PAY LEAVES

28.1 A difference in pay leave shall be for purposes that provide a benefit to the CSU.

28.2 A difference in pay leave may be approved for one (1) or more quarters, semesters, or months as appropriate to the appointment.

28.3 The salary for a difference in pay leave for a faculty employee shall be the difference between the

faculty employee's salary and the minimum salary of the instructor rank. The salary for a difference in pay leave for a librarian employee shall be the difference between the librarian employee's salary and the minimum salary of the lowest comparable time base librarian rank.

28.4 A probationary or tenured faculty unit employee shall be eligible for a difference in pay leave if he/she has served full time for six (6) years preceding the difference in pay leave and after any previous sabbatical leave or difference in pay leave.

28.5 The faculty unit employee shall submit a request for a difference in pay leave. The application shall include a statement of the purpose of the leave; a description of the proposed project; the CSU resources, if any, necessary to carry it out; and a statement of the time requested.

28.6 Application response deadlines shall be established by the President after considering recommendations from the Professional Leave Committee.

28.7 A Professional Leave Committee composed of tenured faculty unit employees shall review difference in pay leave requests. The Professional Leave Committee shall be elected by probationary and tenured faculty unit employees. A faculty unit employee applying for a difference in pay leave shall not be eligible for election to the Professional Leave Committee. The recommendation ensuing from such a review shall be submitted to the appropriate administrator. This review shall consider questions related to the quality of the proposed difference in pay leave.

28.8 A copy of the request shall be sent to the faculty unit employee's department. The department shall provide a statement to the appropriate administrator regarding the possible effect on the curriculum and the operation of the department should the employee be granted a difference in pay leave.

28.9 Prior to making a recommendation to the President regarding the difference in pay leave request, the appropriate administrator shall consider the recommendations pursuant to provisions 28.5 and 28.6 above, other campus program needs, and campus budget implications.

28.10 Prior to making a final determination regarding the difference in pay leave and the conditions of such an approved leave, if any, the President shall consider the recommendations made pursuant to provisions 28.5 - 28.7 above. The President shall respond in writing to the applicant and such a response shall include the reasons for approval or denial. If a difference in pay leave is granted, the response shall include any conditions of such a leave. A copy of this response shall be provided to the affected department and the Professional Leave Committee.

28.11 Final approval of a difference in pay leave shall not be granted until the applicant has filed with the President a suitable bond or an accepted statement of assets that are at least equal to the amount of salary paid during the period of leave. Such suitable bond or accepted statement of assets shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the difference in pay leave.

28.12 A faculty unit employee on a difference in pay leave shall be considered in work status and shall receive health, dental, and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on a difference in pay leave.

28.13 A faculty unit employee on a difference in pay leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.

28.14 A faculty unit employee on a difference in pay leave shall not accept additional and/or outside employment without prior approval of the President.

28.15 A faculty unit employee granted a difference in pay leave may be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and the Professional Leave Committee.

28.16 A faculty unit employee shall render service to the CSU upon return from a difference in pay leave at the rate of one (1) term of service for each term of leave.

ARTICLE 29

FACULTY EARLY RETIREMENT PROGRAM

29.1 The Faculty Early Retirement Program (FERP) shall be available to tenured faculty employees who have reached the age of fifty-five (55) years.

29.2 An eligible tenured faculty employee shall notify the President in writing at least six (6) months prior to the beginning of the campus academic year that he/she opts to participate in the FERP. The President may waive the required notice period.

29.3 The potential participant shall be provided with a FERP appointment letter from the President. The FERP appointment letter shall indicate the required period of employment as detemined by the President. The potential participant shall provide to the President a written statement of acceptance of such a FERP appointment. If the President determines it is necessary, due to program needs, to alter the period of employment, the President and the participant shall attempt to reach mutual agreement on an alternative. If mutual agreement is not reached, the President may alter the period of employment, provided that the participant receives a one hundred and twenty (120) day notice.

29.4 Participants in FERP shall have been granted a service retirement. Such service retirements shall be in accordance with the requirements of PERS and/or STRS.

29.5 Participation in FERP shall commence at the beginning of the campus academic year. Service retirement shall begin concurrently with or prior to the beginning of the campus academic year.

29.6 A participant in the FERP is entitled to the yearly period of employment for no more than eight (8) consecutive academic or fiscal years. Such employment shall be at the same timebase, rank, and salary (step) level of the participant in the academic or fiscal year immediately prior to retirement.

29.7 The term "period of employment" shall refer to one (1) academic term not to exceed a total of ninety (90) workdays or forty (40) percent of the employee's regular timebase in the year preceding retirement. Calculations of such periods of

employment shall include days worked in summer session/special session or CSU extension that do not coincide with the period of employment.

29.8 A participant in FERP at California State College, Stanislaus or a quarter system campus may request of the President employment in addition to the one (1) academic term period of employment, provided that such additional employment does not result in a total period of employment which exceeds the ninety (90) day limit pursuant to provision 29.7.

29.9 The right to continued employment in the FERP pursuant to provision 29.6 of this Article shall terminate in the event of dismissal for cause, layoff, or failure to meet the employment commitment. The right of continued employment in FERP pursuant to provision 29.6 of this Article shall terminate upon the participant's attainment of age seventy (70) years or upon the conclusion of the academic or fiscal year in which the age of seventy (70) years is attained.

29.10 A participant may request that the time base of the FERP appointment be reduced. The President shall determine if such a request shall be granted. Such a reduction in time base shall continue for the duration of the FERP appointment.

29.11 Participants may be appointed in CSU extension during the period of employment in FERP.

29.12 Notwithstanding provisions 29.7, 29.8, and 29.11, participants shall not be eligible for other CSU appointments while in the FERP.

29.13 Participants may be granted a leave without pay from the period of employment under FERP in accordance with Article 22 of this Agreement. A participant shall be granted one (1) leave of absence without pay for personal illness for all or part of the period of employment within one (1) fiscal or academic year in FERP. Such leaves shall not affect future participation in FERP.

29.14 At the time of the service retirement and appointment in FERP, a participant may elect to carry over up to forty-eight (48) hours of sick leave into the FERP appointment if the participant elects to reduce his/her accumulated sick leave by that amount for service retirement credit. In addition to the sick leave carry over, if any,

full-time FERP participants shall continue to accrue eight (8) hours sick leave per qualifying academic pay period or qualifying pay period during the period of employment. Such accrual shall be pro rata for less than full-time participants. A maximum of one hundred and sixty (160) hours of sick leave may be accrued during FERP.

29.15 A participant shall be required to perform normal responsibilities and his/her share of normal duties and activities.

29.16 A participant shall be deemed a tenured faculty employee and shall maintain the contractual rights and responsibilities of such, except as those rights are modified by this Article and statute.

29.17 The CSU shall provide to a participant in FERP a CSU dental plan on the same basis as such a plan is provided to CSU annuitants. The provision of such a dental plan shall require that the participant was enrolled in a CSU dental plan immediately prior to service retirement.

29.18 The following provisions of this Agreement shall not apply to participants in FERP:

Article 14, Promotion

Article 24, Sick Leave, 24.1, 24.3, 24.4

Article 27, Sabbatical Leaves

Article 32, Benefits, 32.1

29.19 This Article shall be effective thirty (30) days after the opening date for the fall 1983 semester or quarter, or thirty (30) days after the implementation of the Agreement, whichever is later.

29.20 The FERP shall be available to tenured librarians who have reached the age of fifty-five (55) years subject to the following conditions:

a. That such a tenured librarian requests entry into FERP at least six (6) months prior to the beginning of the fiscal year that he/she desires to participate in FERP. The President may waive the required request time limits.

b. That such a request is granted by the President. The President shall respond to such requests no

later than sixty (60) days after receipt of such a request.

29.21 Upon the granting of such a request, the tenured librarian shall be subject to provisions 29.3 - 29.19 of this Article.

29.22 Upon denial of such a request, a tenured librarian shall receive in writing the reasons for such a denial.

ARTICLE 30

PRE-RETIREMENT REDUCTION IN TIME BASE

30.1 The Pre-Retirement Reduction in Time Base (PRTB) shall be available to tenured faculty unit employees who have reached the age of fifty-five (55) years subject to the following conditions:

a. That such a tenured faculty unit employee requests entry into PRTB at least six (6) months prior to the beginning of the fiscal year or academic year in which he/she desires to participate in PRTB. The President may waive the required request time limits.

b. That such a tenured faculty unit employee shall not have reached the age of sixty-five (65) at the time of requested entry into PRTB; or, if a member of STRS, such an employee shall not have reached the age of sixty-four (64) at the time of requested entry into PRTB.

c. That such a request is granted by the President. The President shall respond to such a request no later than sixty (60) days after receipt of such a request.

d. That the President shall provide the potential participant in PRTB with an appointment letter which shall indicate the terms of the reduction in time base. The faculty unit employee shall provide the President with a written statement of acceptance of the reduction in time base.

30.2 The PRTB shall provide a reduction in time base to an average of two-thirds (2/3), one-half (1/2), or one-third (1/3) of full time for a maximum period of five (5) consecutive years.

30.3 Faculty unit employees requesting to participate in PRTB shall have been employed in the CSU for at least ten (10) years at full time. The five (5) years immediately preceding the effective date of the PRTB shall have been continuous full-time employment. Sabbatical leaves and other approved leaves shall not count as time served toward this five (5) year requirement.

30.4 Entry into PRTB may be implemented at the beginning of an academic year or, when appropriate, at the beginning of the fiscal year.

30.5 The time base of a participant shall be reduced to the requested two-thirds (2/3), one-half (1/2), or one-third (1/3) for the academic year or fiscal year.

30.6 PERS and STRS deductions shall be based upon the full-time rate of pay. The CSU and the employee shall pay their respective shares. For OASDI, the rate shall be on the actual amount of remuneration.

30.7 Health, dental and other appropriate benefits available to full-time faculty unit employees shall be available on the same basis to PRTB participants.

30.8 PRTB participants shall not be eligible for sabbatical leaves or leaves with pay.

30.9 Sick leave shall be accrued by participants in PRTB on a pro rata basis.

30.10 The time base of a PRTB participant shall be considered full time for the purpose of restrictions on additional employment as provided in Article 36, Additional Employment.

30.11 Once a faculty unit employee is authorized to participate in PRTB, the faculty unit employee may not revoke the reduced time base and return to full-time employment unless approved by the President. Further, this provision shall apply if a PRTB participant completes the maximum five (5) years and does not elect a service retirement.

30.12 A participant's appropriate annual salary shall be paid in twelve (12) equal payments. If a participant fails to meet his/her employment commitment, salary adjustments or repayment by the participant of an overpayment may be required. Such

an adjustment or required repayment shall not be the basis of a grievance.

30.13 A participant shall be required to perform normal responsibilities, duties, and activities pro rata.

ARTICLE 31

SALARY

31.1 The salary schedules that pertain to faculty unit employees and this Agreement shall be found in Appendix C and incorporated in this Agreement by reference. The differential between steps shall be approximately five (5) percent. These salary schedules shall be adjusted effective January 1, 1984, in accordance with provision 31.3.

31.2 A faculty unit employee shall be assigned, when appropriate, to a step within the salary range of his/her classification and rank, if any.

31.3 Effective January 1, 1984, for the 1983/84 fiscal year, the steps within the salary ranges and rates shall be increased by approximately 5.8%. Between July 1, 1983, and December 31, 1983, the steps within the salary ranges and rates shall remain the same as those in effect for the 1982/83 fiscal year.

31.4 For the 1983/84 fiscal year and in accordance with legislative enactments, an eligible employee's contribution to the Public Employees Retirement System shall be reduced up to a maximum of fifty dollars ($50) per month for the months of July through December 1983.

31.5 If the amount appropriated by the Legislature for the 1983/84 fiscal year is readjusted at any time during said fiscal year, this provision shall be reopened at the election of either party for the purpose of meeting and conferring with respect to such readjustment.

Merit Salary Adjustment

31.6 Merit salary adjustments (MSAs) refer to annual upward movement between steps on the salary schedule for the rank or classification. Such adjustments shall be one (1) step annually.

31.7 Upon the determination by the appropriate administrator that a faculty unit employee has performed with merit in carrying out the duties of his/her position, the faculty unit employee shall receive a merit salary adjustment. Such a determination shall be after consideration of material in the faculty unit employee's personnel action file.

31.8 A faculty unit employee shall receive written notice of denial of a merit salary adjustment.

31.9 Upon request of a faculty unit employee denied an MSA, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The faculty unit employee may be represented at this meeting by the CFA. At this meeting, the appropriate administrator may establish with the faculty unit employee conditions upon which the MSA shall be authorized within the year, and the date of review to determine whether such conditions were met.

31.10 The appropriate administrator may at any time reverse the denial of an MSA. Such a reversal may be effective retroactively or effective for a part of the year.

31.11 MSAs shall be subject to funds being appropriated by the Legislature and made available to the CSU specifically for the purpose of annual MSAs.

Exceptional Merit Service Award

31.12 In order to reward exceptional meritorious service in areas of endeavor consistent with the mission of the university, the CSU shall establish Exceptional Merit Service Awards (EMSAs) on each campus. Full-time faculty unit employees may be nominated for such awards.

31.13 Exceptional Merit Service Awards shall be in the amount of one thousand five hundred dollars ($1,500.00). This amount shall not accrue to the base salary of the recipient.

31.14 Such Exceptional Merit Service Awards may be awarded to no more than ten (10) per cent of the full-time faculty unit employees on each campus annually. However, EMSAs may not be implemented if it is determined by the President that funds are not available.

31.15 Exceptional Merit Service Awards shall not be funded from promotion funds or merit salary adjustment funds.

31.16 The timeline for nominations and awards shall be announced by the President.

31.17 Nominations for Exceptional Merit Service Awards may be made by any member of the campus community. Nominations for such awards shall be based on exceptional meritorious service normally in the year preceding the award. Such nominations shall be submitted to the department or equivalent unit of the nominee. A copy of such nominations shall be provided to the President.

31.18 Recommendations regarding all nominees in the department or equivalent unit shall be provided by the department or equivalent unit to the President.

31.19 Annual Exceptional Merit Service Awards may be granted by the President upon determination of documentable exceptional merit of benefit to the campus.

Market Condition Salary Supplements

Purpose

31.20 The purpose of a Market Conditon Salary Supplement (MCSS) shall be to ameliorate critical recruitment and retention problems of the campus in a teaching specialization for the current program of a department or equivalent unit.

Procedure

31.21 A department or equivalent unit or administrator may recommend approval of an MCSS for a specific teaching specialization. Such recommendation shall include complete documentation and rationale supporting the critical nature of recruitment and/or retention problems within the teaching specialization.

31.22 Recommendations for such specific teaching specializations shall be submitted to the President prior to October 15 of the academic year preceding the academic year of proposed designation, except for 1983/84.

31.23 Prior to approving specific teaching specializations and MCSSs, the President shall consult with the

appropriate faculty committee regarding the potential program impact. Such consultation shall be completed by November 1.

31.24 The President may approve specific teaching specializations to receive MCSSs only from among those recommended.

31.25 The President shall forward to the Chancellor the approved teaching specializations and the recommended amount for MCSSs no later than November 15.

31.26 The Chancellor shall authorize teaching specializations and MCSSs for each campus no later than December 15.

31.27 The authorization of a teaching specialization may be effective for up to two (2) academic years.

31.28 Upon final authorization of the Chancellor, the CSU agrees to immediately meet and confer with the CFA regarding the bargaining unit impact of the teaching specializations and the MCSSs.

31.29 A probationary or tenured faculty unit employee whose primary assignment is in an authorized teaching specialization will normally receive an MCSS.

31.30 Recommendations regarding the award of an MCSS to an incumbent probationary or tenured faculty unit employee in an authorized teaching specialization shall be made by a departmental peer review committee and are subject to approval by the appropriate administrator. Such recommendations and decisions shall be based primarily on material contained in the affected faculty unit employee's Personnel Action File. If an MCSS is denied, the reasons shall be given in writing and this signed statement placed in the affected probationary or tenured faculty unit employee's Personnel Action File.

Funding

31.31 An MCSS authorization shall be expressed as a supplement to the base salary, not as a change in the faculty unit salary schedules.

31.32 MCSS authorizations shall be made on a year-to-year basis. However, MCSSs may not be implemented if it

is determined by the President that funds are not available.

31.33 Funds for MCSS shall not be taken from promotion funds, merit salary adjustment funds, or general salary increase funds.

31.34 If the Legislature appropriates funds to ameliorate recruitment/retenton problems in specific disciplines and such funds are made available to the CSU, these funds shall be utilized to implement this Article to the extent such an appropriation allows.

Implementation

31.35 Beginning with the 1983/84 academic year, MCSSs may be authorized for new faculty unit employees only. Funds for MCSSs during the 1983/84 academic year shall not exceed ten (10) percent of the instructional salary savings obligation.

31.36 Beginning with the 1984/85 academic year, MCSSs may be authorized for all faculty unit employees in authorized teaching specializations. Funds for MCSSs during the 1984/85 academic year shall not exceed thirty (30) percent of the instructional salary savings obligation.

31.37 Beginning with the 1985/86 fiscal year, authorization of market condition salary supplements shall be contingent upon the availability of categorical funds provided by the Legislature for purposes consistent with this Article.

Salary Schedule: Library Faculty Unit Employees

31.38 The CSU shall conduct a study of the structure of the salary schedules utilized for library faculty unit employees. The study shall include the following topics: (1) librarian compensation; (2) impaction; and, (3) a restructured salary schedule.

31.39 No later than December 15, 1983, CFA shall be provided with the results of the study. Upon the request of CFA, the CSU agrees to meet with CFA to review the results of the study. Such a meeting shall be within thirty (30) days of a request. Following the meeting, the parties agree to meet and confer on any proposed change in the librarian salary schedules at the next opportunity consistent with the terms of this Agreement.

Salary Schedule Structure Revisions

31.40 The Faculty Employee Salary Schedule structure shall be revised as follows, subject to the conditions set forth in provision 31.42:

a. An additional two (2) steps of approximately five (5) percent shall be added above Step 5 at the rank of Assistant Professor.

b. An additional two (2) steps of approximately five (5) percent shall be added above Step 5 at the rank of Associate Professor.

c. An additional four (4) steps of approximately five (5) percent shall be added above Step 5 at Professor.

31.41 The Library Faculty Unit Employee Salary Schedule structure shall be revised as follows, subject to the conditions set forth in provision 31.42:

a. An additional two (2) steps of approximately five (5) percent shall be added above Step 8 at the rank of Senior Assistant Librarian.

b. An additional two (2) steps of approximately five (5) percent shall be added above Step 5 at the rank of Associate Librarian.

c. An additional four (4) steps of approximately five (5) percent shall be added above Step 5 at the rank of Librarian.

31.42 Such additional MSA steps shall not be utilized in 1983/84. The utilization of such steps in 1984/85 or 1985/86 in the salary program of faculty unit employees shall be dependent upon a specific legislative appropriation for such purposes.

31.43 Movement on such steps shall be subject to the Merit Salary Adjustment provisions of this Article. The MSA provisions of this Article shall be applied in the same manner for faculty unit employees eligible for movement on these additional steps as have been applied to faculty unit employees eligible for movement on Steps 1 through 5.

ARTICLE 32

BENEFITS

Health

32.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for fiscal year 1983/84. Payment for those benefits shall be based on rates established by PERS for participating members. The Employer contribution shall be based upon the current formula as provided in Government Code Section 22825.1.

Dental Plans

32.2 For the fiscal year 1983/84, the dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members.

32.3 Aetna is the current insurer of the CSU's indemnity dental plan, and California Dental Service (CSU-CDS) will become the insurer effective August 1, 1983. Employees currently enrolled in the CSU-provided indemnity plan shall, effective August 1, 1983, be automatically enrolled in the CSU-CDS dental plan.

32.4 Employees currently enrolled in the CSU-provided prepaid dental plan shall, effective August 1, 1983, be automatically enrolled in the CSU-provided prepaid dental plan.

32.5 The automatic enrollment as provided in provisions 32.3 and 32.4 shall remain in effect until the next regularly scheduled period of open enrollment, except as provided for in provision 32.6 below.

32.6 A CSU-CDS Enhanced Dental Plan for faculty unit employees shall be effective January 1, 1984. Faculty unit employees actively enrolled in the CSU-CDS basic dental plan on December 31, 1983, shall automatically be enrolled in the CSU-CDS Enhanced Dental Plan for faculty unit employees effective January 1, 1984. Eligible faculty unit employees not actively enrolled in the CSU-CDS basic dental plan on December 31, 1983, shall be given the opportunity to enroll in the CSU-CDS Enhanced Dental Plan during a scheduled open enrollment period.

32.7 The indemnity dental plan and the prepaid dental plan shall be fully paid by the Employer for the 1983/84 fiscal year. Effective January 1, 1984, the general salary increase for faculty unit employees as appropriated by the Legislature shall be reduced by approximately .2%. The sum of this reduction shall be utilized to satisfy the increased cost of the CSU-CDS Enhanced Dental Plan from January 1, 1984, through July 30, 1984.

32.8 The term "eligible employee" as used in this Article shall mean an employee must be appointed half-time or more for more than six (6) months. Those excluded from dental benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made. A participant in the Faculty Early Retirement Program shall be deemed an eligible employee if the participant was enrolled in a CSU dental plan immediately prior to his/her service retirement.

32.9 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, illegitimate child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

32.10 No provision contained in this Article shall be implemented unless and until the amount required therefor is appropriated by the Legislature and made available to the CSU for expenditure for such purposes.

Vision Care

32.11 The CSU shall make available to eligible faculty unit employees on a voluntary basis a group vision

plan. The total contribution for such a plan shall be paid by the employee. Such a plan shall be available for enrollment not later than February 1, 1984.

Information Regarding Benefits

32.12 The campus Personnel Office shall make available information concerning a faculty unit employee's rights under Non-Industrial Disability Insurance (NDI), Industrial Disability Leave (IDL), Temporary Disability, Social Security, and PERS or STRS retirement options.

Information Regarding Deductions

32.13 Annually, a faculty unit employee shall be provided with a report of year-to-date payroll deductions.

Recreational Facilities

32.14 Full-time faculty unit employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the student's use of the facilities. A minimal fee to cover CSU costs may be charged. If the recreational facilities are made accessible to dependents, then the fee charged for the dependents shall be no greater than the fee charged to the faculty unit employee.

Travel Reimbursement

32.15 Faculty unit employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the following.

32.16 When a faculty unit employee is authorized by an appropriate administrator to operate a privately owned vehicle, the faculty unit employee may claim twenty and one-half cents (20.5¢) per mile. An employee may claim twenty-five cents (25¢) per mile if he/she certifies on the Travel Expense Claim form that the actual cost of operating the vehicle was equal to or greater than 25 cents per mile.

32.17 An allowance of sixty-five dollars ($65) per twenty-four (24) hour period shall be authorized for in-state travel. Such allowance is intended for trips of such duration for which weekly or monthly rates are not obtainable. The several components of

the allowance per twenty-four (24) hour period are set forth below:

Lodging	$36.00
Breakfast	4.00
Lunch	7.25
Dinner	14.00
Misc.	3.75
	$65.00

A faculty unit employee may claim forty-five dollars ($45) for lodging if he/she is required to travel to the downtown areas of San Francisco, Sacramento, Los Angeles, or San Diego, and furnishes a commercial lodging receipt for the day(s) of travel which bears one of the following ZIP codes:

San Francisco:	94010, 94102, 94103, 94104, 94105, 94108, 94109, 94111, 94115, 94128, 94133
Los Angeles:	90012, 90013, 90014, 90015, 90017, 90021, 90045, 90071, 90250, 90230
Sacramento:	95814
San Diego:	92101, 92103, 92106, 92108, 92110 92138

32.18 The allowance for the fractional part of a travel period that is of more than twenty-four (24) hours duration may include lodging, breakfast, lunch, dinner and miscellaneous. Dinner is allowed if the travel terminates one (1) hour after the regularly scheduled workday.

32.19 A faculty unit employee in travel status for less than twenty-four (24) hours may claim the allowance for breakfast and/or dinner, provided the travel commences or terminates at least one (1) hour before or one (1) hour after the regularly scheduled workday. Expenses must be incurred more than twenty-five (25) miles from the faculty unit employee's normal work location, except that an employee who travels by air before and/or after his/her regularly scheduled workday may claim breakfast and/or dinner consumed at the airport prior to or after the travel.

32.20 For travel less than twenty-five (25) miles from his/her normal work location, the faculty unit employee may only claim mileage.

32.21 In cases where adherence to the twenty-five (25) mile limitation creates an unusual and unavoidable hardship to the faculty unit employee, exceptions may be granted by the President.

ARTICLE 33

HOLIDAYS

33.1 Faculty unit employees who are classified as "academic year" employees are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. Such academic holidays shall not be compensible.

33.2 This Article shall not apply to a faculty unit employee whose classification indicates "Casual Employment Employee."

33.3 A faculty unit employee shall be entitled to a Personal Holiday which may be taken on one (1) day during the calendar year. If the faculty unit employee fails to take the Personal Holiday before the end of the calendar year, the holiday shall be forfeited. CSU and CFA shall endeavor to inform a new faculty unit employee of his/her Personal Holiday. Scheduling of the Personal Holiday shall be by mutual agreement of the faculty unit employee and the appropriate administrator.

33.4 Provisions 33.5 - 33.11 of this Article shall apply only to ten (10) month and twelve (12) month faculty unit employees.

33.5 The following paid holidays, except as provided in provision 33.7 below, shall be observed on the day specified.

a. January 1

b. July 4

c. First Monday in September (Labor Day)

d. Thanksgiving Day

e. December 25

f. Any other day designated by the Governor for a public fast or holiday.

33.6 The paid holidays listed in this provision shall be officially observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled by the President for observance on another day.

a. Third Monday in February (Washington's Birthday)

b. February 12 (Lincoln's Birthday)

c. Last Monday in May (Memorial Day)

d. Admission Day

e. Second Monday in October (Columbus Day)

f. November 11 (Veterans' Day)

33.7 Any paid holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any paid holiday listed in this Article which falls on a Sunday shall be observed on the following Monday.

33.8 A full-time faculty unit employee in pay status on the day a paid holiday is officially observed shall be entitled to an eight (8) hour paid holiday. A less than full-time employee in pay status on the day a paid holiday is officially observed shall be entitled to an eight (8) hour holiday pro rata. An employee on a leave of absence without pay or other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

33.9 If a paid holiday falls on a scheduled workday during the faculty unit employee's vacation or within a period of absence chargeable to sick leave, the faculty unit employee will not be charged sick leave or vacation time.

33.10 A faculty unit employee who is authorized to work and works on the day a holiday is observed is entitled to a maximum of eight (8) hours holiday compensating time off (CTO). This provision provides the only conditions under which an employee may be compensated by holiday CTO. Such earned holiday CTO shall be scheduled by mutual agreement of the faculty unit employee and the appropriate administrator.

33.11 If the first working day of a new faculty unit employee is preceded by a holiday, the faculty unit employee shall not be entitled to the holiday.

ARTICLE 34

VACATION

34.1 The provisions of this Article apply only to faculty unit employees in classifications which indicate a ten (10) month or twelve (12) month work year.

34.2 The provisions of this Article do not apply to faculty unit employees in classifications which indicate an academic work year or to faculty unit employees in classifications which indicate a casual employment employee.

Vacation Credit

34.3 Full-time ten (10) month and twelve (12) month faculty unit employees shall be entitled to sixteen (16) hours [two (2) days] vacation credit for each qualifying month of service. Ten (10) month and twelve (12) month faculty unit employees who work less than full time shall be entitled to vacation credit on a pro rata basis.

34.4 For purposes of computing vacation credit, a faculty unit employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a qualifying month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, one (1) of the pay periods is disqualified.

34.5 An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.

34.6 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulations in excess of this amount as of January 1 of each year shall be forfeited by the faculty unit employee.

34.7 After one (1) full year of employment, a faculty unit employee shall take at least forty (40) hours

of vacation each calendar year. Any part of the forty (40) hours not taken during the calendar year shall be forfeited as of January 1 of the subsequent year.

34.8 The President may permit a faculty unit employee to carry over more than allowable credits pursuant to provision 34.6 or waive provision 34.7 of this Article when the faculty unit employee was prevented from taking enough vacation to reduce the credits because the faculty unit employee:

a. was required to work as a result of fire, flood, or other extreme emergency;

b. was assigned work of priority or critical nature over an extended period of time;

c. was absent on full salary for compensable injury; or

d. was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

34.9 A faculty unit employee shall not take vacation until completion of one (1) month in work status.

34.10 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. The scheduling of vacation may also arise from the needs of the institution. Vacations shall be taken as authorized by the President. Vacations shall be scheduled by mutual agreement of the faculty unit employee and appropriate administrator whenever possible. When authorized to do so by the appropriate administrator, a faculty unit employee may take vacation without submitting such a request.

ARTICLE 35

OUTSIDE EMPLOYMENT

35.1 Outside employment shall not conflict with normal work assignments or satisfactory performance of all duties of the faculty unit employee.

35.2 Upon written request directed to an individual full-time faculty unit employee by the appropriate

administrator, the faculty unit employee shall provide a written statement of the amount and approximate distribution of time devoted to continuous outside employment during the academic term to which he/she has been appointed. Such requests may be made when the appropriate administrator has determined that such information is necessary to ascertain compliance with provision 35.1 of this Article.

ARTICLE 36

ADDITIONAL EMPLOYMENT

36.1 Additional employment shall refer to any employment compensated by CSU, funded by the general fund or nongeneral funds including CSU auxiliaries, that is in addition to the primary or normal employment of a faculty unit employee.

36.2 If a faculty unit employee holds more than one appointment, primary or normal employment of the faculty unit employee shall refer to an appointment of more than a fifty percent (50%) timebase. If no appointment is greater than a fifty percent (50%) timebase, the normal employment shall refer to the appointment deemed normal by CSU.

36.3 A faculty unit employee shall inform the President, at the time of appointment, of any appointments elsewhere in CSU.

36.4 The "25% overage" as used in this Article, shall be calculated as a percentage of full-time workload or, when appropriate, full-time timebase. The total additional employment of a faculty unit employee shall not exceed a total of twenty-five percent (25%) overage.

Limitations on Additional Employment Funded from the General Fund

36.5 A faculty unit employee shall be limited to CSU employment equivalent to one (1) full-time position in his/her primary or normal employment.

36.6 A faculty unit employee shall be limited to CSU employment equivalent to a "25% overage" of a full-time position in his/her primary or normal employment, if such an overage is of a substantially

different nature from his/her primary or normal employment.

Limitations on Additional Employment Funded from Non-general Funds

36.7 A faculty unit employee shall be limited to additional employment equivalent to a "25% overage" of full-time employment in the primary or normal employment of the faculty unit employee.

Applicable Time Periods for Limitations on Additional Employment

36.8 The applicable time period for twelve (12) month faculty unit employees shall be the calendar year, exclusive of the faculty unit employee's earned vacation periods.

36.9 The applicable time period for ten (10) month or academic year faculty unit employees shall be the academic year at semester/quarter campuses and the individual's academic year at QSYRO campuses, exclusive of time periods between academic years, time periods between academic terms, and the vacation periods of a faculty unit employee.

ARTICLE 37

SAFETY

37.1 The CSU recognizes the importance of procedures for the protection of health and safety of faculty unit employees. The CSU shall endeavor to maintain conditions which are conducive to the health and safety of the employees. The CSU shall endeavor to ensure that faculty unit employees will not be required (a) to work in unsafe conditions or (b) to perform tasks that endanger their health or safety.

37.2 Safety equipment shall be provided to a faculty unit employee when it is deemed necessary by the President to maintain safe and healthful conditions.

37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices.

37.4 A faculty unit employee who observes or detects any safety hazard shall report it to the appropriate administrator as soon as possible. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.

37.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by a faculty unit employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.

37.6 When a faculty unit employee believes in good faith that he/she is being required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the faculty unit employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

37.7 A faculty unit employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigaton, the temporary reassignment shall continue until a remedy is implemented.

ARTICLE 38

LAYOFF

Determination of the Necessity to Layoff

38.1 The necessity for layoff of faculty unit employees shall be determined by the Employer on the basis of whether there exists, on a particular campus, a lack of work or lack of funds. Upon such a determination, the procedures of this Article shall apply.

38.2 Considerations in making such a determination shall include but not be limited to student enrollment

data and projections, available funds, and scheduled curricular and program changes.

Exclusive Representative Notification and Representation

38.3 When the CSU determines that there may be a need for implementation of any procedures outlined in this Article, the CSU shall notify CFA. The CSU agrees to immediately meet and confer with the CFA on the bargaining unit impact. Such meeting and conferring may include, but shall not be limited to, topics of voluntary programs to avoid layoff, options in lieu of layoff, and assignment options.

38.4 Upon the request of CFA, relevant information regarding the layoff shall be provided by the CSU in a timely manner. Such information may include, but shall not be limited to, current student/faculty ratios, enrollment trends and projections, scheduled campus organizational changes, and scheduled curricular and program changes.

38.5 Within seven (7) days of notification to CFA of a potential layoff, CFA may request to consult pursuant to HEERA on alternatives to layoff. Such consultation session(s) shall take place within thirty (30) days of the request.

Voluntary Programs to Avoid Layoff

38.6 At least forty-five (45) days prior to the effective date of a layoff, the following voluntary programs to avoid layoff shall be made available pursuant to this Agreement and program requirements. Such programs shall include, but not be limited to,:

a. leaves of absence without pay, pursuant to Article 22;

b. voluntary reduced timebase;

c. temporary reassignment, full or partial;

d. visiting appointments on another campus;

e. extension appointments to augment reduction in time base;

f. voluntary retirement;

g. early entry in the PRTB, pursuant to Article 30;

h. difference in pay leaves, pursuant to Article 28;

i. sabbaticals, pursuant to Article 27.

Unit of Layoff

38.7 For faculty employees, the unit of layoff shall be by department or equivalent unit.

38.8 For librarians, the unit of layoff shall be the library.

38.9 For coaches, the unit of layoff shall be by classification title and coaching speciality, regardless of work year.

Order of Layoff

38.10 The order of layoff within a unit of layoff designated by the President for a reduction in force shall be:

a. first, less than full-time temporary faculty unit employees;

b. next, full-time temporary faculty unit employees;

c. next, full-time probationary faculty unit employees;

d. last, tenured faculty unit employees.

38.11 Non-reappointment of a temporary faculty unit employee or non-retention of probationary faculty unit employee shall not constitute layoff.

Temporary Faculty Unit Employees: Order of Layoff

38.12 The President shall establish the order of layoff for less than full-time temporary faculty unit employees in a unit of layoff and full-time temporary faculty unit employees in a unit of layoff by considering only the non-ordered following factors:

a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;

b. affirmative action needs of the campus and the affected department;

c. merit based on information in the Personnel Action File.

Probationary Faculty Unit Employees: Order of Layoff

38.13 The President shall establish the order of layoff for probationary faculty unit employees in a unit of layoff by considering only the following non-ordered factors:

a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;

b. affirmative action needs of the campus and the affected department;

c. merit based on information in the Personnel Action File;

d. seniority points earned.

Tenured Faculty Unit Employees: Order of Layoff

38.14 The President shall establish the order of layoff for tenured faculty unit employees in a unit of layoff by reverse order of seniority.

Tie-Breaking in the Order of Layoff

38.15 A tie exists when two (2) or more tenured faculty unit employees in a unit of layoff have the same number of seniority points.

38.16 The President shall break ties in the order of layoff by considering only the following non-ordered factors:

a. affirmative action needs of the campus and affected department;

b. relative merit, which shall be indicated, for the purpose of this provision, by the higher academic rank.

If ties still exist after the President has considered those factors, the order shall be determined by lot.

Exceptions to the Order of Layoff

38.17 In some circumstances, a faculty unit employee may be excluded from the order of layoff only as provided for in this provision.

38.18 The faculty unit employee shall possess a documentable academic/professional specialization needed for the current program of the affected department or equivalent unit. This academic/professional specialization is not possessed by the remaining faculty unit employees in the affected department. Such an academic/professional specialization is of a primarily non-interchangeable nature.

Notice of Layoff

38.19 The following requirements for notice of layoff shall serve as the minimum requirement for the date of notice. The CSU shall endeavor to provide earlier notification of layoff than that required, whenever possible.

a. A temporary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than thirty (30) days prior to the effective date of layoff.

b. A probationary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than sixty (60) days prior to the effective date of layoff.

c. A tenured faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than ninety (90) days prior to the effective date of layoff.

38.20 A written notice of layoff shall be served by certified mail, return receipt requested. Such notice shall be sent to the faculty unit employee at his/her address of record.

Computation of Seniority Points

38.21 All seniority points calculated for and earned prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added. No later than June 30, 1984, CFA shall be provided with the seniority points of tenured

faculty unit employees as of June 30, 1983. Seniority points become credited upon the granting of tenured status. Seniority points shall be calculated as follows:

a. Seniority points shall be earned for time spent in service during consecutive academic or fiscal years on the campus from the time of initial academic appointment. This provision shall be applied on a pro rata basis for less than full-time service. Service in appointments to extension, summer session, special session, or as a casual employment employee shall not count as time served.

b. The maximum seniority points that may be earned in one (1) year shall be twelve (12).

c. For full-time academic year faculty unit employees, one point thirty-three (1.33) points shall be credited for each academic pay period in which the faculty unit employee is in pay status for one-half (1/2) or more of the scheduled academic work days.

d. For full-time ten (10) month faculty unit employees, one point two (1.2) points shall be credited for each qualifying pay period in which the ten (10) month faculty unit employee is in pay status for eleven (11) work days or more in the pay period.

e. For full-time twelve (12) month faculty unit employees, one (1) point shall be credited for each qualifying pay period in which the twelve (12) month faculty unit employee is in pay status for eleven (11) work days or more in the pay period.

38.22 The seniority points of a faculty unit employee shall not be affected when a department or program is abolished, reorganized, or renamed.

38.23 The seniority points of a nonfaculty unit employee who exercises his/her retreat rights to the faculty unit shall be calculated in accordance with this Article. Seniority points of faculty unit employees or non-faculty unit employees earned while serving in the Chancellor's Office shall be counted upon exercise of retreat rights to the campus.

Options in Lieu of Layoff

38.24 In lieu of layoff, a tenured faculty unit employee who received a notice of layoff may request a temporary or permanent reassignment to another position on the campus for which he/she is qualified. In lieu of layoff, a probationary faculty unit employee who received a notice of layoff may request a temporary reassignment to another position on the campus for which he/she is qualified. All such requests shall be provided to the recipient department which shall make a recommendation to the President regarding the request. The granting of such a request shall be subject to approval of the President. A tenured or probationary faculty unit employee shall receive written notice of reassignment. A notice of temporary reassignment shall indicate the duration of such a reassignment.

38.25 In cases of temporary reassignment, the tenured or probationary faculty unit employee shall maintain his/her position in the order of layoff and recall.

38.26 In cases of permanent reassignment, the tenured faculty unit employee shall waive any recall rights with respect to his/her previous department assignment.

38.27 In cases of permanent reassignment, the tenured faculty unit employee shall maintain all seniority points previously earned. This provision may be waived if a permanent reassignment is granted pursuant to provision 38.28 below.

38.28 A permanent reassignment may be granted to a tenured faculty unit employee with permanent forfeiture of all or part of his/her seniority points. Such a permanent reassignment shall not be executed unless the faculty unit employee makes the request and provides a signed, written statement to the President indicating (a) the number of seniority points forfeited, (b) that the forfeiture is completely voluntary and binding, (c) that he/she has no right to restoration of such seniority points under any circumstances, and (d) that such a forfeiture shall not be cause to file allegations pursuant to Article 10 of this Agreement.

Recall Rights and Opportunities

38.29 The President shall maintain a list of laid off faculty unit employees with effective dates of layoff for the following periods, or until the

faculty unit employee returns to the position or comparable position with the same time base as previously held, whichever is earlier:

a. tenured faculty unit employees - five (5) years;

b. probationary faculty unit employees - years equal to time spent in probationary status, not to exceed five (5) years.

38.30 Position vacancies for which there are names of qualified individuals on the recall list shall not be filled without first making an offer of employment to those on the list. Faculty unit employees shall be recalled in the reverse order of being laid off.

38.31 A tenured or probationary faculty unit employee recalled under the conditions of this Article shall retain all rights held prior to layoff. These rights shall include reemployment with the same status, service credit (subject to PERS regulations), salary steps, sick leave, and seniority points that he/she held at the date of layoff.

38.32 If an individual on the recall list declines two (2) offers of employment in the same or comparable position from which he/she was laid off, he/she waives recall rights. An individual on a recall list may request inactive status for up to one (1) year.

Reemployment Opportunities

38.33 The CSU shall make available information regarding employment opportunities of a similar nature to his/her current appointment at other CSU campuses.

38.34 A faculty unit employee undergoing layoff may apply for an employment vacancy for which he/she is qualified at any CSU campus.

38.35 A tenured or probationary faculty unit employee undergoing layoff shall be provided with job clearinghouse services upon his/her request. Such a request shall indicate the nature of desired future employment and the other CSU campuses at which future employment is desired. This information shall be provided to the campuses indicated and distributed to the appropriate departments or

equivalent units so that an application, if any, of such a faculty unit employee will receive consideration.

General Provisions

38.36 A layoff shall refer to an involuntary separation or reduction in time base pursuant to this Article.

38.37 The work of the unit regularly performed in the affected department by non-unit personnel shall not continue to be performed by such personnel during a period of layoff.

38.38 Upon approval of faculty unit employees in the unit of layoff, the provisions of this Article may be applied so as to reduce the time base of the full-time faculty unit employees. Such reductions shall be of approximately the same percentage of reduction for the affected full-time faculty unit employees in the unit of layoff. Such reductions shall not affect probationary status or tenure or the provision of CSU benefits, except for salary. Such reductions shall not continue in effect for more than one (1) academic or fiscal year. All provisions of this Article shall apply to such reductions.

38.39 A department or equivalent unit may recommend to the President academic/professional specializations and qualifications needed for the program as the term is used in provisions 38.12, 38.13, and 38.18.

38.40 As of July 1, 1983, the unit of layoff for a faculty unit employee shall be the department or equivalent unit in which he/she held a primary TSA/SAD on June 30, 1983. Permanent reassignment to another department or equivalent unit shall inactivate this provision.

38.41 A request for permanent reassignment pursuant to provision 38.24 shall be deemed approved if such a request is made by a faculty employee who, on June 30, 1983, held a secondary TSA/SAD in the recipient department or equivalent unit for which the permanent reassignment is requested.

ARTICLE 39

DURATION AND IMPLEMENTATION

39.1 This Agreement shall be effective on August 16, 1983; except that Article 31, Salary, and Article 32, Benefits, shall be effective on July 1, 1983. The Agreement shall remain in full force and effect up to and including June 30, 1986.

39.2 For the 1984/85 and the 1985/86 fiscal years, each party shall have the right to reopen this Agreement subject to the public notice provisions of HEERA for the purpose of negotiating Article 32, Benefits, and Article 31, Salary, and renegotiating up to four (4) additional articles.

39.3 Written notice shall be given by the party electing to reopen this Agreement to the other party no earlier than February 1 and no later than March 31. Failure to give such notice shall be deemed a waiver of the reopening right.

39.4 If the parties are unable to reach agreement on any reopened provision, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

39.5 Any term(s) of this Agreement which carries an economic cost shall not be implemented until the amount required therefor is appropriated and made available to the CSU for expenditure for such purposes. If less than the amount needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

UNIT 3 - FACULTY

Included Classifications

Class Code	Classification Title
2356	Substitute Instruction Faculty - Casual Employment Employee
2357	Instruction Faculty - Summer Session - Casual Employment Employee
2358	Lecturer - Academic Year
2359	Lecturer - 12-month
2360	Instructional Faculty - Academic Year
2361	Instructional Faculty - 12-month
2362	Demonstration Instructional Faculty - Casual Employment Employee
2364	Instructional Faculty, Overseas Contract Assignment - 12-month
2365	Music Studio Instructional Faculty - Casual Employment Employee
2368	Instructional Faculty, Extra Quarter Assignment, QSYRO - Casual Employment Employee
2369	Lecturer, Overseas Contract Assignment - 12-month
2373	Head Coach - 12-month
2374	Head Coach - 10-month
2375	Head Coach - Academic Year
2376	Coach - 12-month
2377	Coach - 10-month
2378	Coach - Academic Year
2379	Coaching Specialist - 12-month
2380	Coaching Specialist - 10-month
2381	Coaching Specialist - Academic Year
2382	Coaching Assistant - 12-month
2383	Coaching Assistant - 10-month
2384	Coaching Assistant - Academic Year
2386	Administrative Faculty - 12-month
2387	Grant-Related Instructional Faculty - Academic Year
2388	Grant-Related Instruction Faculty - 12-month
2390	Instructional Faculty - Summer Quarter Assignment
2394	Instructional Faculty, Executive Committee, Academic Senate
2395	Instructional Faculty, Chairman, Academic Senate
2399	Instructional Faculty - Academic Year
2462	Vocational Instructor - Academic Year
2463	Vocational Instructor - 10-month

2464	Vocational Instructor - 12-month
2466	Vocational Instructor, Overseas Contract Assignment - 12-month
2913	Supervising Librarian - 10-month
2914	Supervising Librarian - 12-month
2919	Librarian - 10-month
2920	Librarian - 12-month
2926	Librarian, Program Services - 10-month
2927	Librarian, Program Services - 12-month

UNIT 3 - FACULTY

Excluded Classifications

All employees found to be managerial, supervisory, or confidential within the meaning of Government Code Section 3560, et seq, including:

Class Code	Classification Title
2320	Resident Director, International Programs - Academic Year
2321	Resident Director, International Programs - 12-month
2370	Director of Athletics - 12-month
2371	Director of Athletics - 10-month
2372	Director of Athletics - Academic Year
2396	Academic Specialist - Academic Year
2397	Academic Specialist - 12-month
2468	Vocational Instructor, Building Program - Academic Year
246	Vocational Instructor, Building Program - 12-month
2909	Assistant Director of the Library
2910	Associate Director of the Library - 12-month
2925	Associate Director of the Library - 10-month
	Coordinator, Area and Interdisciplinary Programs
	Director, Southern California Ocean Studies Consortium
	Director, Moss Landing Marine Laboratory

Other excluded classifications:

2363	Extension Faculty
2392	Instructional Faculty - Special Programs

Other employees excluded in accordance with Article 1, Recognition.

UNIT 3: FACULTY UNIT SALARY SCHEDULE

Effective July 1, 1983 Through December 31, 1983

Effective January 1, 1984 this salary schedule shall be adjusted in accordance with provision 31.2, Article 31, Salary.

INSTRUCTIONAL FACULTY

ACADEMIC YEAR EMPLOYMENT*					
	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant	1226 14712	1278 15336	1333 15996		
Instructor	1451 17412	1516 18192	1587 19044	1661 19932	1739 20868
Assistant Professor	1587 19044	1661 19932	1739 20868	1821 21852	1908 22896
Associate Professor	1998 23976	2093 25116	2193 26316	2298 27576	2407 28884
Professor	2523 30276	2644 31728	2771 33252	2905 34860	3045 36540

12-MONTH EMPLOYMENT					
	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant	1391 16692	1451 17412	1516 18192		
Instructor	1661 19932	1739 20868	1821 21852	1908 22896	1998 23976
Assistant Professor	1821 21852	1908 22896	1998 23976	2093 25116	2193 26316
Associate Professor	2298 27576	2407 28884	2523 30276	2644 31728	2771 33252
Professor	2905 34860	3045 36540	3193 38316	3348 40176	3510 42120

*12 monthly payments for academic year employment.

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
2386	0	ADMINISTRATIVE FACULTY — 12 MONTH***	ONE STEP DIFFERENTIAL ABOVE THE APPROPRIATE SALARY AS A 12-MONTH INSTRUCTIONAL FACULTY MEMBER				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2378	0	COACH — ACADEMIC YEAR	1,998 23,976	2,093 25,116	2,193 26,316	2,298 27,576	2,407 28,884
2376	0	COACH — 12 MONTH	2,298 27,576	2,407 28,884	2,523 30,276	2,644 31,728	2,771 33,252
2377	0	COACH — 10 MONTH	1,998 23,976	2,093 25,116	2,193 26,316	2,298 27,576	2,407 28,884
2384	0	COACHING ASSISTANT — ACADEMIC YEAR	1,451 17,412	1,516 18,192	1,587 19,044	1,661 19,932	1,739 20,868
2382	0	COACHING ASSISTANT — 12 MONTH	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896	1,998 23,976
2383	0	COACHING ASSISTANT — 10 MONTH	1,451 17,412	1,516 18,192	1,587 19,044	1,661 19,932	1,739 20,868
2381	0	COACHING SPECIALIST — ACADEMIC YEAR	1,587 19,044	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896
2379	0	COACHING SPECIALIST — 12 MONTH	1,821 21,852	1,908 22,896	1,998 23,976	2,093 25,116	2,193 26,316
2380	0	COACHING SPECIALIST — 10 MONTH	1,587 19,044	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896
2362	0	DEMONSTRATION INSTRUCTIONAL FACULTY	$7 TO $36 PER DEMONSTRATION				
2387	0	GRANT-RELATED INSTRUCTIONAL FACULTY — ACADEMIC YEAR	5% TO 25% DIFFERENTIAL ABOVE THE APPROPRIATE SALARY AS AN ACADEMIC YEAR INSTRUCTIONAL FACULTY MEMBER				
2388	0	GRANT-RELATED INSTRUCTIONAL FACULTY — 12 MONTH	5% TO 25% DIFFERENTIAL ABOVE THE APPROPRIATE SALARY AS A 12-MONTH INSTRUCTIONAL FACULTY MEMBER				
2375	0	HEAD COACH — ACADEMIC YEAR	2,523 30,276	2,644 31,728	2,771 33,252	2,905 34,860	3,045 36,540
2373	0	HEAD COACH — 12 MONTH	2,905 34,860	3,045 36,540	3,193 38,316	3,348 40,176	3,510 42,120

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
2374	0	HEAD COACH — 10 MONTH	2,523 30,276	2,644 31,728	2,771 33,252	2,905 34,860	3,045 36,540
2360 & 2399	0	INSTRUCTIONAL FACULTY — ACADEMIC YEAR					
	1	ASSISTANT	1,226 14,712	1,278 15,336	1,333 15,996		
	2	INSTRUCTOR	1,451 17,412	1,516 18,192	1,587 19,044	1,661 19,932	1,739 20,868
	3	ASSISTANT PROFESSOR	1,587 19,044	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896
	4	ASSOCIATE PROFESSOR	1,998 23,976	2,093 25,116	2,193 26,316	2,298 27,576	2,407 28,884
	5	PROFESSOR	2,523 30,276	2,644 31,728	2,771 33,252	2,905 34,860	3,045 36,540
2361	0	INSTRUCTIONAL FACULTY — 12 MONTH					
	1	ASSISTANT	1,391 16,692	1,451 17,412	1,516 18,192		
	2	INSTRUCTOR	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896	1,998 23,976
	3	ASSISTANT PROFESSOR	1,821 21,852	1,908 22,896	1,998 23,976	2,093 25,116	2,193 26,316
	4	ASSOCIATE PROFESSOR	2,298 27,576	2,407 28,884	2,523 30,276	2,644 31,728	2,771 33,252
	5	PROFESSOR	2,905 34,860	3,045 36,540	3,193 38,316	3,348 40,176	42,120
2395	0	INSTRUCTIONAL FACULTY, CHAIRMAN, ACADEMIC SENATE	SEE SPECIAL SCHEDULE 5				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2394	0	INSTRUCTIONAL FACULTY, EXECUTIVE COMMITTEE, ACADEMIC SENATE	SEE SPECIAL SCHEDULE 5				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2368	0	INSTRUCTIONAL FACULTY, EXTRA QUARTER ASSIGNMENT, QSYRO	SEE SPECIAL SCHEDULE 2				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2364	0	INSTRUCTIONAL FACULTY, OVERSEAS CONTRACT ASSIGNMENT	SEE SPECIAL SCHEDULE 3 AND EXPLANATORY NOTE 1				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2390	0	INSTRUCTIONAL FACULTY, SUMMER QUARTER ASSIGNMENT	SEE SPECIAL SCHEDULE 2				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2357	0	INSTRUCTIONAL FACULTY, SUMMER SESSION	SEE SPECIAL SCHEDULE 4				
	1	ASSISTANT					
	2	INSTRUCTOR					
	3	ASSISTANT PROFESSOR					
	4	ASSOCIATE PROFESSOR					
	5	PROFESSOR					
2358	0	LECTURER — ACADEMIC YEAR					
	1	L	1,226 14,712	1,278 15,336	1,333 15,996		
	2	A	1,451 17,412	1,516 18,192	1,587 19,044	1,661 19,932	1,739 20,868

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
	3	B	1,587 19,044	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896
	4	C	1,998 23,976	2,093 25,116	2,193 26,316	2,298 27,576	2,407 28,884
	5	D	2,523 30,276	2,644 31,728	2,771 33,252	2,905 34,860	3,045 36,540
2359	0	LECTURER — 12 MONTH					
	1	L	1,391 16,692	1,451 17,412	1,516 18,192		
	2	A	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896	1,998 23,976
	3	B	1,821 21,852	1,908 22,896	1,998 23,976	2,093 25,116	2,193 26,316
	4	C	2,298 27,576	2,407 28,884	2,523 30,276	2,644 31,728	2,771 33,252
	5	D	2,905 34,860	3,045 36,540	3,193 38,316	3,348 40,176	3,510 42,120
2369	0	LECTURER, OVERSEAS CONTRACT ASSIGNMENT — 12 MONTH	SEE SPECIAL SCHEDULE 3 AND EXPLANATORY NOTE I				
	2	A					
	3	B					
	4	C					
	5	D					
2920	0	LIBRARIAN — 12 MONTH					
	1	ASSISTANT	1,419 17,028	1,481 17,772	1,549 18,588	1,622 19,464	1,698 20,376
					Step 6	**Step 7**	**Step 8**
					1,778 21,336	1,862 22,344	1,950 23,400
	2	SENIOR ASSISTANT	1,644 19,728	1,722 20,664	1,803 21,636	1,888 22,656	1,978 23,736
					Step 6	**Step 7**	**Step 8**
					2,072 24,864	2,170 26,040	2,274 27,288
	3	ASSOCIATE	2,120 25,440	2,221 26,652	2,327 27,924	2,439 29,268	2,556 30,672
	4	LIBRARIAN	2,327 27,924	2,439 29,268	2,556 30,672	2,679 32,148	2,808 33,696

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
2919	0	LIBRARIAN — 10 MONTH					
	1	ASSISTANT	1,250 15,000	1,304 15,648	1,360 16,320	1,419 17,028	1,481 17,772
					Step 6	**Step 7**	**Step 8**
					1,549 18,588	1,622 19,464	1,698 20,376
	2	SENIOR ASSISTANT.	1,438 17,256	1,501 18,012	1,571 18,852	1,644 19,728	1,722 20,664
					Step 6	**Step 7**	**Step 8**
					1,803 21,636	1,888 22,656	1,978 23,736
	3	ASSOCIATE	1,845 22,140	1,932 23,184	2,024 24,288	2,120 25,440	2,221 26,652
	4	LIBRARIAN	2,024 24,288	2,120 25,440	2,221 26,652	2,327 27,924	2,439 29,268
2927	0	LIBRARIAN, PROGRAM SERVICES — 12 MONTH					
	3	ASSOCIATE	2,120 25,440	2,221 26,652	2,327 27,924	2,439 29,268	2,556 30,672
	4	LIBRARIAN	2,327 27,924	2,439 29,268	2,556 30,672	2,679 32,148	2,808 33,696
2926	0	LIBRARIAN, PROGRAM SERVICES — 10 MONTH					
	3	ASSOCIATE	1,845 22,140	1,932 23,184	2,024 24,288	2,120 25,440	2,221 26,652
	4	LIBRARIAN	2,024 24,288	2,120 25,440	2,221 26,652	2,327 27,924	2,439 29,268
2365	0	MUSIC STUDIO INSTRUCTIONAL FACULTY	$1 TO $20 PER STUDIO LESSON PER STUDENT				
2356	0	SUBSTITUTE INSTRUCTIONAL FACULTY					
	1	A — ASST/INSTRUCTOR	$25.24/HR. — LECTURE $16.81/HR. — LAB OR ACTIVITY				
	2	B — ASST PROFESSOR	$26.39/HR. — LECTURE $17.62/HR. — LAB OR ACTIVITY				
	3	C — ASSOC PROF/PROF	$27.57/HR. — LECTURE $18.36/HR. — LAB OR ACTIVITY				
2914	0	SUPERVISING LIBRARIAN — 12 MONTH					
	2	SENIOR ASSISTANT	1,644 19,728	1,722 20,664	1,803 21,636	1,888 22,656	1,978 23,736
					Step 6	**Step 7**	**Step 8**
					2,072 24,864	2,170 26,040	2,274 27,288

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
	3	ASSOCIATE	2,120 25,440	2,221 26,652	2,327 27,924	2,439 29,268	2,556 30,672
	4	LIBRARIAN	2,327 27,924	2,439 29,268	2,556 30,672	2,679 32,148	2,808 33,696
2913	0	SUPERVISING LIBRARIAN — 10 MONTH					
	2	SENIOR ASSISTANT	1,438 17,256	1,501 18,012	1,571 18,852	1,644 19,728	1,722 20,664
					Step 6 1,803 21,636	Step 7 1,888 22,656	Step 8 1,978 23,736
	3	ASSOCIATE	1,845 22,140	1,932 23,184	2,024 24,288	2,120 25,440	2,221 26,652
	4	LIBRARIAN	2,024 24,288	2,120 25,440	2,221 26,652	2,327 27,924	2,439 29,268
2462	0	VOCATIONAL INSTRUCTOR — ACADEMIC YEAR					
	2	JUNIOR	1,451 17,412	1,516 18,192	1,587 19,044	1,661 19,932	1,739 20,868
	3	INTERMEDIATE	1,587 19,044	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896
	4	SENIOR	1,998 23,976	2,093 25,116	2,193 26,316	2,298 27,576	2,407 28,884
	5	PRINCIPAL	2,523 30,276	2,644 31,728	2,771 33,252	2,905 34,860	3,045 36,540
2464	0	VOCATIONAL INSTRUCTOR — 12 MONTH					
	2	JUNIOR	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896	1,998 23,976
	3	INTERMEDIATE	1,821 21,852	1,908 22,896	1,998 23,976	2,093 25,116	2,193 26,316
	4	SENIOR	2,298 27,576	2,407 28,884	2,523 30,276	2,644 31,728	2,771 33,252
	5	PRINCIPAL	2,905 34,860	3,045 36,540	3,193 38,316	3,348 40,176	3,510 42,120
2463	0	VOCATIONAL INSTRUCTOR — 10 MONTH					
	2	JUNIOR	1,451 17,412	1,516 18,192	1,587 19,044	1,661 19,932	1,739 20,868
	3	INTERMEDIATE	1,587 19,044	1,661 19,932	1,739 20,868	1,821 21,852	1,908 22,896
	4	SENIOR	1,998 23,976	2,093 25,116	2,193 26,316	2,298 27,576	2,407 28,884

Class Code	Range Code	Class Title	Salary Range				
			Step 1	Step 2	Step 3	Step 4	Step 5
	5	PRINCIPAL	2,523 30,276	2,644 31,728	2,771 33,252	2,905 34,860	3,045 36,540
2466	0	VOCATIONAL INSTRUCTOR, OVERSEAS CONTRACT ASSIGNMENT — 12 MONTH	SEE SPECIAL SCHEDULE 3 AND EXPLANATORY NOTE I				
	2	JUNIOR					
	3	INTERMEDIATE					
	4	SENIOR					
	5	PRINCIPAL					

SPECIAL SCHEDULE 1

Overseas Contract Assignment Classes
(12-Month Employment)

CODE NO.

2368[a] Instructional Faculty, Extra Quarter Assignment at Campuses on Quarter System Year-Round Operations
2390 Instructional Faculty, Summer Quarter Assignment

Range Code		Step 1	Step 2	Step 3	Step 4	Step 5
1	Assistant	1634.67 4904	1704.00 5112	1777.33/Mo. 5332/Qtr.		
2	Instructor	1934.67 5804	2021.33 6064	2116.00 6348	2214.67 6644	2318.67/Mo. 6956/Qtr.
3	Assistant Professor	2116.00 6348	2214.67 6644	2318.67 6956	2428.00 7284	2544.00/Mo. 7632/Qtr.
4	Associate Professor	2664.00 7992	2790.67 8372	2924 8772	3064.00 9192	3209.33/Mo. 9628/Qtr.
5	Professor	3364.00 10092	3525.33 10576	3694.67 11084	3873.33 11620	4060.00/Mo. 12180/Qtr.

[a] This one code number is to be used to cover the equivalent ranks for Instructional Faculty, Vocational Instructor, and Lecturer.

NOTE: The monthly payment is 1/3 of the quarterly salary. The quarterly payment is 1/3 of academic year salaries effective July 1, 1979.

SPECIAL SCHEDULE 2

Overseas Contract Assignment Classes
(12-Month Employment)

Range Code	Instructional Faculty 2364	Lecturer 2369	Vocational Instructor 2486	MONTHLY AND ANNUAL SALARIES Step 1	Step 2	Step 3	Step 4	Step 5	Step 5 + One-Step Differential (Step 6)	Step 5 + Two-Step Differential (Step 7)
1	Assistant			1580 [illegible]	1654 19848	1731 20772				
2	Instructor	A	Junior Vocational Instructor	1899 22788	1989 23868	2083 24996	2183 26196	2287 27444	2396 28752	2511 30132
3	Assistant Professor	B	Intermediate Vocational Instructor	2083 24996	2183 26196	2287 27444	2396 28752	2511 30132	2632 31584	2758 33096
4	Associate Professor	C	Senior Vocational Instructor	2632 31584	2758 33096	2892 34704	3031 36372	3178 38136	3332 39984	3493 41916
5	Professor	D	Principal Vocational Instructor	3332 39984	3493 41916	3663 43956	3841 46092	4029 48348	4225 50700	4432 53184

The table shows additional steps (Steps 6 and 7) for use in applying one-step and two-step differentials when appropriate.

SPECIAL SCHEDULE 3

Code No. 2357

INSTRUCTIONAL FACULTY, SUMMER SESSION

(Effective with 1984 Summer Session as adjusted in accordance with provision 21.7, Article 21, Summer Session, and provision 31.3, Article 31, Salary)

Schedule A. No change in residence required.

Range Code	Rank	Semester Unit Rate		Quarter Unit Rate	
		Minimum[a]	Maximum[a]	Minimum[a]	Maximum[a]
1	Assistant	$38	$444	$26	$296
2	Instructor	38	529	26	353
3	Assistant Professor	38	580	26	386
4	Associate Professor	38	731	26	487
5	Professor	38	924	26	616

Schedule B: Change of residence within California necessary.

Range Code	Rank	Semester Unit Rate		Quarter Unit Rate	
		Minimum[a]	Maximum[a]	Minimum[a]	Maximum[a]
2	Instructor	$38	$ 580	$26	$386
3	Assistant Professor	38	636	26	424
4	Associate Professor	38	802	26	535
5	Professor	38	1,015	26	677

Schedule C: For faculty brought from outside California or for CSU regular faculty with summer session teaching assignment outside California.

Range: $615 – $7,004 per session

[a]The maximum rate is the usual salary to be paid to a faculty member when course enrollment reaches the established campus level. When enrollment falls short of this level, a faculty member is paid in accordance with the schedules for low enrollment courses (Special Schedule 3, Pages 2-5).

SPECIAL SCHEDULE 3

Reduced Salary for Low-Enrollment Courses
No Change in Residence Required

Code No. 2357

Schedule A – Semester Unit Rate

Students Enrolled	Assistant	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 38	$ 38	$ 38	$ 38	$ 38
2	77	77	77	77	77
3	115	115	115	115	115
4	153	153	153	153	153
5	191	191	191	191	191
6	230	230	230	230	230
7	268	268	268	268	268
8	306	306	306	306	306
9	344	344	344	344	344
10	383	383	383	383	383
11	421	421	421	421	421
12	444	459	459	459	459
13	444	497	497	497	497
14	444	529	536	536	536
15	444	529	574	574	574
16	444	529	580	612	612
17	444	529	580	650	650
18	444	529	580	689	689
19	444	529	580	727	727
20	444	529	580	731	765
21	444	529	580	731	803
22	444	529	580	731	842
23	444	529	580	731	880
24	444	529	580	731	918
25 or more	444	529	580	731	924

SPECIAL SCHEDULE 3

INSTRUCTIONAL FACULTY, SUMMER SESSION

Reduced Salary for Low-Enrollment Courses
No Change in Residence Required

Code No. 2357

Schedule A – Quarter Unit Rate

Students Enrolled	Assistant	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 26	$ 26	$ 26	$ 26	$ 26
2	51	51	51	51	51
3	77	77	77	77	77
4	102	102	102	102	102
5	128	128	128	128	128
6	153	153	153	153	153
7	179	179	179	179	179
8	204	204	204	204	204
9	230	230	230	230	230
10	255	255	255	255	255
11	281	281	281	281	281
12	296	306	306	306	306
13	296	332	332	332	332
14	296	353	357	357	357
15	296	353	383	383	383
16	296	353	386	408	408
17	296	353	386	434	434
18	296	353	386	459	459
19	296	353	386	485	485
20	296	353	386	487	510
21	296	353	386	487	536
22	296	353	386	487	561
23	296	353	386	487	587
24	296	353	386	487	612
25 or more	296	353	386	487	616

SPECIAL SCHEDULE 3

Reduced Salary for Low-Enrollment Courses
Change in Residence Required

Code No. 2357

Schedule B – Semester Unit Rate

Students Enrolled	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 38	$ 38	$ 38	$ 38
2	77	77	77	77
3	115	115	115	115
4	153	153	153	153
5	191	191	191	191
6	230	230	230	230
7	268	268	268	268
8	306	306	306	306
9	344	344	344	344
10	383	383	383	383
11	421	421	421	421
12	459	459	459	459
13	497	497	497	497
14	536	536	536	536
15	574	574	574	574
16	580	612	612	612
17	580	636	650	650
18	580	636	689	689
19	580	636	727	727
20	580	636	765	765
21	580	636	802	803
22	580	636	802	842
23	580	636	802	880
24	580	636	802	918
25	580	636	802	956
26	580	636	802	995
27 or more	580	626	802	1,015

SPECIAL SCHEDULE 3

INSTRUCTIONAL FACULTY, SUMMER SESSION

Reduced Salary for Low-Enrollment Courses
Change in Residence Required

Code No. 2357

Schedule B — Quarter Unit Rate

Students Enrolled	Instructor	Assistant Professor	Associate Professor	Professor
1	$ 26	$ 26	$ 26	$ 26
2	51	51	51	51
3	77	77	77	77
4	102	102	102	102
5	128	128	128	128
6	153	153	153	153
7	179	179	179	179
8	204	204	204	204
9	230	230	230	230
10	255	255	255	255
11	281	281	281	281
12	306	306	306	306
13	332	332	332	332
14	357	357	357	357
15	383	383	383	383
16	386	408	408	408
17	386	424	434	434
18	386	424	459	459
19	386	424	485	485
20	386	424	510	510
21	386	424	535	536
22	386	424	535	561
23	386	424	535	587
24	386	424	535	612
25	386	424	535	638
26	386	424	535	663
27 or more	386	424	535	677

SPECIAL SCHEDULE 4

Code No. 2384 **INSTRUCTIONAL FACULTY, EXECUTIVE COMMITTEE, ACADEMIC SENATE**

Range Code	Rank	Step 1	Step 2	Step 3	Step 4	Step 5
1	Assistant	1226	1278	1333/Mo.		
2	Instructor	1451	1516	1587	1661	1739/Mo.
3	Assistant Professor	1587	1661	1739	1821	1908/Mo.
4	Associate Professor	1998	2093	2193	2298	2407/Mo.
5	Professor	2523	2644	2771	2905	3045/Mo.

Total summer payment is 1/12 of annual salary at equivalent rank and step. Payment must be made in either June, July, or August. Total summer payment for services performed is limited to one month per calendar year. Payment is in addition to any amount incumbents may earn in campus summer sessions.

Code No. 2385 **INSTRUCTIONAL FACULTY, CHAIRMAN, ACADEMIC SENATE**

Range Code	Rank	Step 1	Step 2	Step 3	Step 4	Step 5
1	Assistant	1226 3678	1278 3834	1333/Mo. 3999/Summer		
2	Instructor	1451 4353	1516 4548	1587 4761	1661 4983	1739/Mo. 5217/Summer
3	Assistant Professor	1587 4761	1661 4983	1739 5217	1821 5463	1908/Mo. 5724/Summer
4	Associate Professor	1998 5994	2093 6279	2193 6579	2298 6894	2407/Mo. 7221/Summer
5	Professor	2523 7569	2644 7932	2771 8313	2905 8715	3045/Mo. 9135/Summer

Total summer payment is ¼ of annual salary at equivalent rank and step. Individuals appointed to this class should be appointed at the beginning of the June pay period and seperated at the end of the August pay period.

Supersession

This Agreement shall supersede:

	Education Code	Government Code	Military/Vet Code
Appointment	89534		
Assignment	89518		
Discipline	89537 89542.5		
Grievance Procedures	89542.5		
Holidays		6700 18025 18025.1	
Layoff	89550 89551 89552 89553 89555 89556		
Leaves With Pay	89513		
Leaves Without Pay	89519		395 395.01 395.05 395.1 395.3
Personnel File	89546		
Pre-Retirement Reduction in Time Base	89516		
Sick Leave		18100 18100.5 18101 18103 18105	
Vacation		18051.5	

77696-901 9-83 6,500

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Memorandum of Understanding this 16th day of August 1983.

The California State University

Chair, Trustees' Committee on Collective Bargaining

Assistant Vice Chancellor
Employee Relations

Chief Negotiator

Student Representative

Student Representative

California Faculty Association

William Dale Crist, President

Wilma Krebs, Negotiating Team

Robert Pietrowski, Negotiating Team

Lester J. Roth, Negotiating Team

Ann Shadwick, Negotiating Team

Helen M. Sowers, Negotiating Team

Betty Walker, Alternate

June Salz Pollak, Alternate

Tom Warschauer, Alternate

James D. Semelroth, Professional Staff

Alan D. Willsey, General Manager

BEST COPY AVAILABLE

AAUP
CTA/NEA
CSEA/SEIU

SAVE!

New Contract Language

Changes to Agreement

California Faculty Association and The California State University Faculty—Unit 3

July 1, 1984—June 30, 1986

TABLE OF CONTENTS

		Page
Article 1	Recognition	2
Article 10	Grievance Procedure	2
Article 12	Appointment	6
Article 20	Workload	7
Article 31	Salary	10
Article 32	Benefits	12
Article 39	Duration and Implementation	13
	Instructional Faculty Salary Schedule	14

Article 1
Recognition

1.1 The Trustees of The California State University (CSU) recognize the California Faculty Association (CFA) as the sole and exclusive representative of the bargaining unit (Unit 3), which includes employees in classifications set forth in Appendix A of this Agreement.

1.2 The parties further agree that employees in the classifications listed in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in HEERA are excluded from the bargaining unit.

1.3 The parties agree that employees appointed for sixty (60) days or less in classifications described in Appendix A of this Agreement that indicate "Casual Employment Employee" are excluded from the bargaining unit and are not covered by the terms of this Agreement except as provided for in provision 1.4.

1.4 The parties agree that employees in classification 2357, Instructional Faculty - Summer Session, shall be excluded from the bargaining unit except for:

a. probationary or tenured employees in another classification described in Appendix A, or;

b. temporary employees appointed for at least one (1) term in the previous academic year in a class described in Appendix A.

1.5 The parties agree that all department chairs and department heads shall be included in the bargaining unit.

1.6 The CSU shall notify CFA sixty (60) days prior to the effective date of (a) new classifications related to bargaining unit classifications or (b) revised bargaining unit classifications.

a. Prior to the effective date of a new classification, CFA may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification petition pursuant to the procedures established by PERB.

b. Prior to the effective date of a revised classification or inclusion of a new classification in the bargaining unit, CFA may request to meet and confer regarding the impact of the revised classification or a new classification on bargaining unit members.

Article 10
Grievance Procedure

10.1 The purpose of this Article is to provide a prompt and effective procedure for the resolution of disputes. The procedures hereinafter set forth shall, except for matters of discipline as set forth in Article 19 herein, be the sole and exclusive method for the resolution of disputes arising out of issues covered by this Agreement.

10.2 Definitions
As used herein:

a. The term "grievance" shall mean an allegation concerning a claimed violation, misapplication, or misinterpretation of a specific term or provision of this Agreement.

b. The term "grievant" shall mean an employee or group of employees alleging that they have been directly wronged by a violation, misapplication, or misinterpretation of a term or provision of this Agreement that confers rights upon them individually or as a group. The term "grievant" shall also mean the CFA when alleging a grievance on behalf of itself, or on behalf of a unit member or a group of unit members. The CFA shall not grieve on behalf of unit members who do not wish to pursue individual grievances.

c. The term "employee" in this Article shall mean a member of the bargaining unit.

d. The term "appropriate administrator" as used in this Article shall mean the individual who has been designated by the President to act pursuant to the procedures set forth in this Article.

e. The terms "respond" and "file" as used in this Article shall mean either personal delivery or delivery through the U.S. mail, certified mail, return receipt requested. If personal delivery is used, the grievant or appropriate administrator shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery.

f. The term "faculty status matter" as used in this Article shall mean a dispute involving solely a decision not to reappoint, promote, or tenure. Article shall mean a dispute involving solely a matter of reappointment, promotion, or tenure.

10.3 Grievance Forms

a. All grievances, requests for review, or appeals shall be submitted in writing on the form attached to this Agreement as Appendix F, and shall be signed by the grievant(s). Except for the initial filing of a grievance, if there is difficulty in meeting any time limit, a CFA representative may sign the grievance form for the grievant.

b. The appropriate administrator may refuse consideration of a grievance not filed on a grievance form required by this Article. In the event the potential grievant does not file on the prescribed form, the appropriate administrator shall provide the potential grievant with a copy of the appropriate form. Subsequent

refiling utilizing the appropriate form shall take place within seven (7) days of receipt of the appropriate form.

Informal Review

10.4 An employee shall have the right to present a complaint and to have it considered in good faith. The employee shall discuss the complaint with the appropriate administrator within twenty-one (21) days after the employee knew or reasonably should have known of the event giving rise to the complaint. The informal review is intended to provide an opportunity to resolve complaints expeditiously without the necessity for filing a formal grievance.

10.5 A resolution of a complaint at the informal level shall not be precedent setting.

Faculty Status — Peer Review/Arbitration

10.6 If the complaint presented pursuant to provision 10.4 above is not resolved and is a faculty status matter as defined in provision 10.2, the employee may elect either peer review of his/her complaint as described in provisions 10.7—10.12 below, or arbitration as described in provisions 10.19—10.20 below.

a. If the employee desires to elect arbitration he/she may request of the CFA that the faculty status matter be submitted to arbitration. Such a request shall be made no later than twenty-eight (28) days following receipt of the negative decision.
No later than forty-two (42) days after receipt of the negative decision by the grievant, the CFA may by written notice to the Office of Chancellor submit the grievance to arbitration. In the event CFA does not submit a demand for arbitration, the employee may request peer review no later than seven (7) days from receipt of the CFA decision denying arbitration.

b. If the employee initially desires to elect peer review, he/she may request peer review no later than twenty-eight (28) days from receipt of the negative decision. This election of options shall be final and binding.

Peer Review

10.7 The President shall establish a panel consisting of all full-time tenured employees who have served on committees that made recommendations on matters of appointment, reappointment, promotion or tenure and who have attained the rank of full professor or equivalent. No employee may be eligible for this panel if he/she has been directly involved with or a party to matters related to a complaint submitted by the employee to peer review.

10.8 The membership of the Peer Panel to review a specific faculty status matter shall be selected by lot from the panel established pursuant to provision 10.7 and consist of three (3) members and one (1) alternate.

10.9 The Peer Panel shall begin to review the faculty status matter within twenty-one (21) days of its selection by lot. The panel's review shall be limited to a consideration of the complainant's personnel action file; all written recommendations rebuttals, and responses related to the the faculty status matter; any written statement by the affected employee as to why his/her original review was inapproporiate; and the Employer's written response to any allegations made by the affected employee. Except for presentations of the complainant and the administrator, if the administrator chooses, the peer review will be made from the documents set forth in this section

10.10 The proceeding set forth in 10.9 above shall not be open to the public and shall not be a hearing.

10.11 No later than forty (40) days after its selection, the Peer Panel shall submit to the President and the complainant, a written report of its findings and recommendations. All written materials considered by the Peer Panel shall be forwarded to the President. When the panel has complied with this section, it shall be discharged of its duties.

10.12 The President shall consider the Peer Panel's recommendations and all forwarded materials and, no later than fourteen (14) days after receipt of the Peer Panel's report, notify the affected employee and the peer panel of his/her final decision, including the reasons therefor. Notification to the employee of the President's decision concludes the peer review procedure and such decision shall not be reviewable in any forum.

Level I - Formal

10.13 A grievant eligible to grieve pursuant to provision 10.2 of this Article may file a Level I grievance with the President no later than forty-two (42) days after the event giving rise to the grievance, or no later than forty-two (42) days after the grievant knew or reasonably should have known of the event giving rise to the grievance. The grievant shall state clearly and concisely on a grievance form:

a. the term(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;

b. a description of the grounds of the grievance including names, dates, places, times, necessary for complete understanding;

c. a proposed remedy;

d. the name, department or equivalent unit, address at which the grievant shall recieve all correspondence relating to the grievance, position/classification of the grievant and his/her signature;

e. the name and address of the grievant's representative, if any; and

f. the date of submission.

10.14 Within fourteen (14) days after the Level I filing. the President shall hold a meeting with the

grievant and the grievant's representative, if any, at a mutually acceptable time and location. The President shall respond in writing to the grievant no later than fourteen (14) days after the Level I meeting. Such response shall include a statement of reasons for any denial of the grievance.

10.15 Grievances pertaining to faculty status matters which are not resolved to the grievant's satisfaction during the Informal Review Step (10.4) shall not be appealed to Level I. Rather, the grievant may, no later than twenty-eight (28) days after receipt of the negative decision, request peer review or request of the CFA that the faculty status grievance be submitted to arbitration.

Level II Appeal

10.16 In the event the grievance is not settled to the grievant's satisfaction at Level I, the grievant may file a Level II grievance with the Office of the Chancellor no later than twenty-one (21) days after the Level I response. The grievant shall attach a copy of the previous grievance response together with any documents presented at that level.

10.17 A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at the Office of the Chancellor for the purpose of reviewing the matter within fourteen (14) days of the Level II filing. The designated individual in the Office of the Chancellor shall respond no later than fourteen (14) days after the conference.

10.18 If the grievance has not been settled at Level II, or in the case of a faculty status matter not resolved at the informal level, then within forty-two (42) days after receipt of the decision at the previous level or the expiration of the time limits for making such decision the CFA, upon the request of the grievant, may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Faculty and Staff Relations. Representation at arbitration shall be by CFA only.

10.19 Arbitration

Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the AAA, subject to the provisions below:

a. The parties shall meet within thirty (30) days of the execution of this Agreement to select a panel of ten (10) members to serve as arbitrators under this Agreement. If no agreement is reached on the panel either prior to or within sixty (60) days after the execution of this Agreement, the parties shall designate the arbitrators in accordance with the AAA Voluntary Labor Arbitration Rules until agreement on a panel is reached. The panel members shall be designated to serve in alphabetical rotation, provided the next panel member reached has an available hearing date within sixty (60) days of notification. The parties may add or delete panel members by mutual notification.

b. Either party to the Agreement may preemptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a new mutually acceptable replacement.

c. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs.

d. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.

e. The authority of an arbitrator with respect to granting appointment, reappointment, promotion or tenure shall be as follows:

In cases involving appointment, reappointment, promotion, or tenure, the arbitrator shall recognize the importance of the decision not only to the individual in terms of his/her livelihood, but also the importance of the decision to the institution involved.

The arbitrator shall not find that an error in procedure will overturn an appointment, reappointment, promotion, or tenure decision on the basis that proper procedure has not been followed unless:

1. there is clear and convincing evidence of a procedural error; and

2. that such error was prejudicial to the decision with respect to the grievant.

The normal remedy for such a procedural error will be to remand the case to the decision level where the error occurred for reevaluation, with the arbitrator having authority in his/her judgment to retain jurisdiction.

An arbitrator shall not grant appointment, reappointment, promotion or tenure except in extreme cases where it is found that:

1. the final campus decision was not based on reasoned judgment;

2. but for that, it can be stated with certainty that appointment, reappointment, promotion, or tenure would have been granted; and

3. no other alternative except that remedy has been demonstrated by the evidence as a practicable remedy available to resolve the issue.

The arbitrator shall make specific findings in his/her decision as to the foregoing.

In the event the CSU seeks to vacate an arbitration award in the manner prescribed by the California Code of Civil Procedure, the court may, among the other matters it considers, determine whether or not the arbitrator has exceeded his/her authority with respect to the foregoing.

f. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the CFA, the CSU, and the employee(s) affected thereby.

g. The cost of the arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

h. The standard of review for the arbitrator in other than faculty status cases is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

i. The CFA and the CSU may mutually agree to invoke the "Streamlined Labor Arbitration Rules" of the AAA for the hearing of a case. Said election shall be made at the time of appeal pursuant to provision 10.18.

1. Within ten (10) days from the date the hearing is closed, the arbitrator shall issue to the parties a written award stating his/her decision on the issue(s) submitted. Copies of the award shall be provided to the parties. The award shall be final and binding on the CFA, the CSU, and the employee(s) affected thereby.

2. At the request of either party, the arbitrator shall provide a complete written rationale for his/her award including findings, reasons, and conclusions on the issue(s) submitted no later than thirty (30) days after the award is issued. Copies of this rationale for the award shall be provided to the parties.

3. The written rationale for the award shall be considered part of the award for the purpose of appeal and the statutory period for appeal shall be considered to commence upon receipt of the rationale from the arbitrator.

j. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

k. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred.

10.20 General Provisions

a. Wherever a time limit is provided by this Article, the participants at that level may extend the period by mutual consent in writing. However, the time limit for filing the initial grievance at Level I may only be extended by the Office of the Chancellor. It is understood that the purpose of the procedure is to resolve grievances promptly and that extensions shall be sought only for good cause.

b. When meetings, conferences,or arbitration hearings are held under this Article, employees who are entitled to attend or who are called as witnesses by a party, shall be excused for that purpose from other duties without penalty, provided that arrangements are made for coverage of the employee's duties.

c. No reprisals shall be taken against any employee for the filing and processing of any grievances.

d. Except for good cause shown, only those events, issues, and sections of this Agreement cited in the initial filing at Level I may be considered at subsequent levels.

e. A failure to grant promotion due to a lack of available funds shall not be grievable.

f. After the grievance has been filed at Level I, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance at Levels I and II, provided that such release time shall not conflict with any scheduled classes and office hours.

10.21 Upon failure of the Employer or its representatives to provide a decision within the time limits provided in this Article, the grievant or CFA, where appropriate, may appeal to the next step. Upon the failure of the grievant or CFA, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

10.22 In cases where it is necessary for the grievant or his/her representative to have information for the purpose of investigating a grievance or potential grievance, the grievant or his/her representative shall make a written request for

reasonably specific information to the appropriate administrator. The grievant or his/her representative shall have the right to receive such information not defined as confidential or personal pursuant to the Information Practices Act of 1977 or HEERA, which would assist in adjusting the grievance.

10.23 A decision to submit a grievance to arbitration shall be a waiver of all other remedies except as provided otherwise by statute.

10.24 A grievance settled prior to arbitration shall not set a precedent.

10.25 A grievance may be withdrawn at any time. The grievant shall not file any subsequent grievance on the basis of the same event.

10.26 The CSU and CFA may mutually agree to consolidate grievances on similar issues at any level.

10.27 CFA shall have the exclusive right to represent any employee in grievances filed hereunder provided, however, that at Levels I and II, employees may represent themselves or be represented by an individual of their choice. If an employee elects not to be represented by CFA, the appropriate administrator shall inform CFA in writing of the grievance in a timely manner. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement. The CSU will not agree to a resolution of the grievance until the CFA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

10.28 The parties agree that all grievance files and/or the content of grievance meetings shall be confidential. Grievance records shall be kept in a file separate from the grievant's Personnel Action File.

10.29 Time limits shall be considered tolled where personnel are unavailable due to illness, vacations, or professional reasons.

Grievance Administration

10.30 From time to time, the CFA Central Office and the Office of the Chancellor shall compare grievance records for the purpose of developing and maintaining a common systemwide grievance docket.

10.31 Grievance rights pursuant to this Article shall not be curtailed on the last date of employment if said grievance rights are exercised in accord with provision 10.13 of this Article and such other filing requirements as may apply.

10.32 If a grievance derives from an action of the Chancellor's Office, the President and the grievant may agree to file the grievance directly at Level II.

**Article 10 as amended by the December 14, 1984 contract settlement replaces in total Articles 10 & 16 from the August 16, 1983 agreement.*

Article 12

Appointment

12.1 After considering the recommendations, if any, of the department or equivalent unit and the appropriate administrator, appointments of employees shall be made by the President. No employee shall be deemed appointed in the absence of an official written notification from the President.

12.2 Official notification to an employee of an appointment shall include the beginning and ending dates of appointment, classification, timebase, salary, rank when appropriate, employee status, assigned department or equivalent unit, and other conditions of employment.

Temporary Appointments

12.3 Temporary appointments may be for periods of a semester, a quarter, parts of a year, or one (1) or more years. Following two (2) semesters or three (3) quarters of consecutive employment within an academic year, a part-time temporary employee offered appointment to a similar assignment in the same department or equivalent unit at the same campus shall receive a one (1) year appointment. Such appointment shall be subject to the limitations stated in provision 12.5.

12.4 The official notification to a temporary employee shall also indicate that appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments or any further appointment rights. No other notice shall be provided.

12.5 An appointment for a less than full-time temporary employee may be on a conditional basis. The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is cancelled, the temporary employee shall be paid for class hours taught. Classes may be cancelled any time prior to the third class meeting.

12.6 Full-time temporary employees shall not be appointed on a conditional basis.

12.7 Each department or equivalent unit shall maintain a list of temporary employees who have been evaluated by the department or equivalent unit, and copies of previous periodic evaluations and his/her application shall receive careful consideration. If a temporary employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful

consideration. Such a grievance would constitute an allegation of a contractual violation and would not be a "Faculty Status Matter" as defined in Article 10 of this Agreement.

12.8 Appointment of a temporary employee in consecutive academic years to a similar assignment in the same department or equivalent unit shall require the same or higher salary placement as in his/her previous appointment.

12.9 Upon completion of twenty-four (24) academic units or the quarter equivalent in the same department or equivalent unit, temporary employees may request consideration for step movement on the salary schedule.

12.10 There shall be established a joint study committee on temporary employee appointment, employment, and compensation. The committee shall be composed of four (4) members designated by the Chancellor and four (4) members designated by the CFA. It shall draw upon expertise from sources both within the CSU and external to the CSU for the purpose of offering recommendations to the parties on how the CSU may best use the services of temporary employees. The report of the joint study committee shall be delivered to the parties no later than May 1, 1985.

Probationary Appointments

12.11 Initial probationary appointments and subsequent probationary appointments may be for a period of one (1) or more years.

12.12 Recommendations regarding probationary appointments shall originate at the department or equivalent unit. Probationary appointment procedures shall include the following:

a. Each department or equivalent unit shall elect a peer review committee of tenured employees for the purpose of reviewing and recommending individuals for probationary appointments.

b. Each departmental peer review committee recommendation report shall be approved by a simple majority of the committee casting a vote. An abstention shall count as a negative vote.

12.13 Probationary appointments are normally made at the Assistant Professor or equivalent librarian rank. The President may appoint an employee at a higher rank on the determination of merit consistent with provision 12.12.

Appointment at Another Campus

12.14 An employee may apply for appointment at another campus in his/her field of expertise.

12.15 An employee shall not be involuntarily appointed at another campus within the CSU.

Vacancy Announcements

12.16 Vacancy announcements of probationary positions shall be widely disseminated. Employees shall be informed of the location where all vacancy announcements for tenure track positions from all campuses may be examined.

12.17 Vacancy announcements of temporary employee positions shall be available on the campus where such vacancies may exist. Employees and the CFA shall be notified of the location where such vacancy announcements may be examined.

12.18 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator.

Article 20

Workload

20.1 The professional obligation comprises both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, instructional activities, office hours, and other duties and responsibilities shall be required to be performed at a specific time and place by an appropriate administrator after consultation with the department. Non-scheduled activities are more appropriately performed in a manner and place determined by the employee.

20.2 a. Members of the bargaining unit shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule.

b. The annual full-time assignment for faculty employees shall normally average fifteen (15) Weighted Units per term. The assignment shall normally be composed of twelve (12) Weighted Units for instruction and three (3) Weighted Units for instruction-related responsibilities per term.

c. A variation of the normal full-time assignment per term shall not exceed an annual average of fifteen (15) Weighted Units for instruction and instruction-related responsibilities per term.

d. Provisions 20.2b - 20.2c shall apply pro rata to part-time faculty employees. These provisions shall apply as appropriately adjusted for faculty employees at campuses on quarter system year-round operations (QSYRO).

e. In the assignment of workload, consideration shall be given at least to the following factors: graduate instruction, activity classes, home economics and industrial arts labs, science labs, minor sports, major sports, and independent study. Consideration for adjustments in workload shall be given to at least the

following research, student teacher supervision, thesis supervision, fieldwork, and service on a University committee

f. The CSU and CFA recognize that faculty have the obligation to be available to students, to assume normal committee assignments, and other professional service related to the mission of the campus.

g. In determining what is "excessive" or "unreasonable" under this section, the items listed under 20.2e above as well as the number of students seeking to take courses in the academic area, the budget for that academic area, the distribution of student enrollment, the level of support provided the program, and the prior practices of the university shall be among the primary elements to be considered.

Work Year

20.3 An academic year shall not exceed one hundred eighty (180) workdays or days in lieu thereof. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred eighty (180) days. The campus academic calendar shall establish workdays of academic year employees.

20.4 Ten (10) Month Work Year

The work year of a full-time ten(10) month employee shall be the number of fiscal year workdays within the assigned ten (10) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned ten (10) months. The appropriate administrator shall determine the ten (10) months of a employee's work schedule.

20.5 Twelve (12) Month Work Year

The work year of a full-time twelve (12) month employee shall be the number of fiscal year workdays within the assigned twelve (12) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned twelve (12) months.

Work Hours - Casual Employment

20.6 Casual employment employees may be assigned on an hourly or a per job basis.

Substitute Assignments

20.7 A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be up to eighteen (18) class hours, shall be compensated at the faculty substitute rate. Temporary substitute assignments of a longer duration, which shall normally be greater than eighteen (18) class hours, shall be compensated by an appropriate workload reduction as soon as practicable or, if the employee is not employed in the next academic term, the employee shall be appropriately compensated upon separation for the class hours taught. For compelling reasons, a faculty employee may decline such an assignment. Nothing in this provision shall preclude faculty employees from voluntarily making informal substitute arrangements of short duration with a colleague.

Librarian Employees: Assignment of Responsibility

20.8 The assignment of a librarian employee may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on system-wide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. Such assignments shall be made by the appropriate administrator.

20.9 A librarian employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the librarian employee shall be sought. A librarian employee shall be reimbursed for approved expenses incurred by such assignment at off-campus locations.

Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

Assignment and Schedules

20.10 At the request of the librarian employee, the appropriate administrator shall discuss assignments and future assignments with the librarian employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

20.11 The affected librarian employee may request a particular work schedule. All such schedules shall be subject to approval by the appropriate administrator.

20.12 A librarian employee shall normally be required to be on campus on his/her workdays as defined by his/her work year.

Work Hours

20.13 The work hours of a full-time librarian employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time librarian employee.

Librarian Work Plan

20.14 A librarian employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one or more fiscal years on a ten (10) month basis. A librarian employee shall provide written notice to the appropriate administrator at least six (6) months prior to the proposed effective date of the 10/12 work plan.

20.15 A librarian employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a librarian employee has filed a notice of election to participate in the 10/12 work plan for more than one (1) fiscal year, an alteration of one (1) or more fiscal years from those originally chosen shall be subject to approval by the President.

20.16 A 10/12 work plan yearly schedule shall provide that the appropriate periods of time in work status and nonwork status shall be scheduled within one (1) fiscal year.

20.17 During an initial year of employment, a yearly schedule for a librarian employee in the 10/12 work plan program shall normally be ten (10) consecutive pay periods in work status followed by two (2) consecutive pay periods in nonwork status. In subsequent years, the two (2) months in nonwork status need not follow the ten (10) months in work status.

20.18 At the time of election to participate in the 10/12 work plan, the librarian employee shall indentify the two (2) months in nonwork status. The appropriate administrator shall approve the two (2) month period unless it is determined by the appropriate administrator that library operations will be impaired. Should this occur, the appropriate administrator shall designate at least two (2) alternate two (2) month periods from which the librarian employee will choose one (1).

20.21 A librarian employee on the 10/12 work plan shall accrue sick leave, vacation, and seniority credit during the full twelve (12) month period.

20.22 Ten (10) months of service by a librarian employee in the 10/12 work plan shall constitute one (1) year of service for employment status matters, merit salary adjustment, and retirement.

Coaching Employees: Assignment of Responsibility

20.23 The assignments of a coaching employee may include, but shall not be limited to, coaching and related duties, service on appropriate system-wide and campus committees and task forces, public services, teaching responsibilities and student advising.

20.24 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations.

Assignment and Schedules

20.25 At the request of the coaching employee, the appropriate administrator shall discuss assignment and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

10-Month Librarians to Academic Year Faculty Employee Schedule		12-Month Librarians to 12-Month Faculty Employee Salary Schedule	
Assistant Librarian, steps 1-4	Instructor, step 1	Assistant Librarian, steps 1-4	Instructor, step 1
Assistant Librarian, step 5	Instructor, step 2	Assistant Librarian, step 5	Instructor, step 2
Assistant Librarian, step 6	Instructor, step 3	Assistant Librarian, step 6	Instructor, step 3
Assistant Librarian, step 7	Instructor, step 4	Assistant Librarian, step 7	Instructor, step 4
Assistant Librarian, step 8	Instructor, step 5	Assistant Librarian, step 8	Instructor, step 5
Sr. Asst. Librarian, steps 1-3	Assistant Professor, step 1	Sr. Asst. Librarian, steps 1-3	Assistant Professor, step 1
Sr. Asst. Librarian, step 4	Assistant Professor, step 2	Sr. Asst. Librarian, step 4	Assistant Professor, step 2
Sr. Asst. Librarian, step 5	Assistant Professor, step 3	Sr. Asst. Librarian, step 5	Assistant Professor, step 3
Sr. Asst. Librarian, step 6	Assistant Professor, step 4	Sr. Asst. Librarian, step 6	Assistant Professor, step 4
Sr. Asst. Librarian, step 7	Assistant Professor, step 5	Sr. Asst. Librarian, step 7	Assistant Professor, step 5
Sr. Asst. Librarian, step 8	Assistant Professor, step 5	Sr. Asst. Librarian, step 8	Assistant Professor, step 5
Associate Librarian, steps 1-2	Associate Professor, step 1	Associate Librarian, steps 1-2	Associate Professor, step 1
Associate Librarian, step 3	Associate Professor, step 2	Associate Librarian, step 3	Associate Professor, step 2
Associate Librarian, step 4	Associate Professor, step 3	Associate Librarian, step 4	Associate Professor, step 3
Associate Librarian, step 5	Associate Professor, step 4	Associate Librarian, step 5	Associate Professor, step 4
Librarian, steps 1-5	Professor, step 1	Librarian, steps 1-5	Professor, step 1

20.19 A librarian employee participating in the 10/12 work plan shall receive his/her ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.

20.20 A librarian employee moving from a twelve (12) month status to the 10/12 work plan shall retain his/her salary anniversary date.

20.26 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

Work Hours

20.27 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven

(7) day period. This provision shall apply pro rata to a less than full-time coaching employee.

Bargaining Unit Department Chair Assignments

20.28 Bargaining unit department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.

20.29 Such department chairs shall perform duties and carry out responsibilities assigned by the President.

20.30 Such department chairs shall be appointed by the President and shall serve at the pleasure of the President.

Article 31

Salary
July 1, 1984

31.1 The salary schedules that pertain to employees covered by this Agreement shall be found in Appendix C and incorporated in this Agreement by reference. The differential between steps shall be approximately five percent (5%).

31.2 For fiscal year 1984/85, the steps and salary ranges shall be approximately nine percent (9%) above the salary schedule effective January 1, 1984.

Merit Salary Adjustment

31.3 Merit salary adjustments (MSAs) refer to annual upward movement between steps on the salary schedules for one rank or classification. Such adjustments shall be on (1) step annually.

31.4 Upon the determination by the appropriate administrator that an employee has performed with merit in carrying out the duties of his/her position, the employee shall receive a merit salary adjustment. Such a determination shall be after consideration of material in the employee's Personnel Action File.

31.5 An employee shall receive written notice of denial of a merit salary adjustment.

31.6 Upon request of an employee denied an MSA, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CFA. At this meeting, the appropriate administrator may establish with the employee conditions upon which the MSA shall be authorized within the year, and the date of review to determine whether such conditions were met.

31.7 The appropriate administrator may at any time reverse the denial of an MSA. Such a reversal may be effective retroactively or effective for a part of the year.

31.8 MSAs shall be subject to funds being appropriated by the Legislature and made available to the CSU specifically for the purpose of annual MSAs.

January 1, 1985

31.9 The salary schedule in Appendix C shall be adjusted January 1, 1985, by one-half percent (0.5%).

31.10 Effective with the January 1, 1985, academic pay period, the steps and salary ranges for Assistant Librarians, Senior Assistant Librarians, Associate Librarians, and Librarians shall be in accordance with the conversion schedule set forth in Appendix E of this Agreement.

Meritorious Performance and Professional Promise

31.11 The parties are committed to provide special incentives for meritorious performance and professional promise in the areas of teaching, other professional accomplishments and service to the University community. This program is dedicated to that end.

31.12 Criteria to be used in the evaluation of faculty applications for these incentive awards shall be developed mutually by the academic senate or council and the campus President or designee.

31.13 In fiscal year 1984/85, there shall be 600 awards, and each award shall be in the amount of two thousand five hundred dollars ($2,500). This amount shall not accrue to the base salary of the recipient.

31.14 The Chancellor shall apportion to each campus the number of awards to be provided on that campus pro rata based on FTEF.

31.15 The President shall allocate the number of awards to each school, college, or appropriate administrative unit pro rata based on FTEF.

31.16 The faculty of a particular school, college, or appropriate administrative unit shall, after consideration of applications therefor, forward, in a timely fashion to the Dean or appropriate administrator recommendations as to individuals designated to receive the award.

31.17 If the Dean or appropriate administrator concurs with the recommendations, the awards shall be implemented as recommended.

31.18 If the Dean disagrees with the recommendations forwarded by the faculty, both the recommendations of the Dean or appropriate administrator and those of the faculty shall be forwarded to the President.

31.19 The President shall transmit both sets of recommendations for review by a University-wide faculty committee, which shall forward its recommendation to the President for his/her consideration in making a final determination. If

the President disagrees with the University-wide committee, he/she shall state his/her reasons therefor and shall return the denied application to the originating faculty committee with the request to forward a substitute recommendation to the Dean or appropriate administrator as provided in provision 31.16 above. No award under this Article shall be made without a recommendation from the faculty of the particular school, college, or appropriate administrative unit. The collective and separate judgment of the faculty and the President shall not be grievable except on procedural grounds.

Market Condition Salaries

31.20 The purpose of the market condition salary schedule shall be to ameliorate critical recruitment and retention problems of the campus in certain specializations.

31.21 Effective with the January 1985 academic pay period, individuals in those teaching specializations designated by the Chancellor may be placed upon the appropriate salary schedule in Appendix C. Placement of individuals on that schedule shall be at the discretion of the President and shall not be subject to the grievance procedure.

31.22 Such adjustments shall be a permanent change in the individual employee's base salary.

31.23 The total funds allocated for market condition adjustments during the 1984/85 fiscal year shall be approximately one million nine hundred thousand dollars ($1,900,000.00).

31.24 When a teaching specialization is no longer determined by the Chancellor to be subject to critical recruitment and retention problems, employees in such specializations shall no longer continue to receive MSAs under this paragraph. When salaries of such employees approximate those salaries paid in disciplines not included in this program, such employees shall be placed back on the appropriate step on the schedule in Appendix C based upon prior placement on that schedule and the subsequent years in rank. If the employee is not placed at the maximum of the rank, he/she will continue to be eligible for MSAs pursuant to 31.3-31.8

31.25 The teaching specializations as currently designated by the Chancellor shall remain in effect until June 30, 1986.

31.26 Recommendations for consideration by the Chancellor in designating disciplines subject to critical recruitment and retention problems for the 1986/87 academic year and thereafter may be developed and forwarded as follows.

Procedure for Determination of Market Condition Salary Specialization

31.27 A department or equivalent unit or administrator may recommend approval of an MCS for a specific teaching specialization. Such recommendation shall include complete documentation and rationale supporting the critical nature of recruitment and/or retention problems within the teaching specialization.

31.28 Recommendations for such specific teaching specializations shall be submitted to the President prior to October 15 of the academic year preceding the academic year of proposed designation.

31.29 Prior to recommending to the Chancellor specific teaching specializations and MCSs, the President shall consult with the appropriate faculty committee regarding the potential program impact. Such consultation shall be completed by November 1, 1985.

31.30 The President may recommend specific teaching specializations to receive MCSs only from among those recommended.

31.31 The President shall forward to the Chancellor the approved teaching specializations and the recommended amount for MCSs no later than November 15.

31.32 The Chancellor shall designate teaching specializations no later than January 15, 1986.

31.33 The authorization of a teaching specialization may be effective for up to two (2) academic years.

31.34 Upon final authorization of the Chancellor, the CSU agrees to immediately discuss with the CFA regarding the bargaining unit impact of the teaching specializations and the Market Condition Salaries.

June 30, 1985

31.35 Effective 11:59 p.m. PDT on June 30, 1985, the salary schedule in Appendix C shall be adjusted by one-half percent (0.5%). Funding for this provision shall be from funds that would have been designated for the 1985/86 continuation of the programs described in provisions 31.10 and 31.13 above.

July 1, 1985

Salary increase funds negotiated for the 1985/86 academic year shall be distributed as follows:

31.36 The salaries of all librarian classes described in provision 31.10 shall be in accordance with the conversion schedule as set forth in Appendix E of this Agreement.

31.37 Funds sufficient for the award in fiscal year 1985/86 of 1,870 awards of $2500 for the Meritorious Performance and Professional Promise program as described in provisions 31.11 through 31.19 above.

31.38 An additional $3,175,000 for completion of placement of all faculty in designated specializations on the appropriate Market Condition Salary schedule as described in provision 31.21 above.

31.39 An amount of approximately two-tenths percent (0.2%) of total faculty base salaries, to be distributed as stipends to department chairpersons in a manner to be mutually agreed upon by the CSU and the CFA. Should such mutual agreement not be reached by July 1, 1985, the matter shall be referred to the Factfinding Panel which issued its report on December 1, 1984, and which retains jurisdiction.

In establishing the department chair stipends, the three criteria to be considered shall be:

1. academic year or 12 month appointment,
2. size of department or equivalent unit,
3. proportion of time assigned to chairperson responsibility.

31.40 All remaining funds shall be distributed on an across-the-board basis to increase the rates of Schedule C.

31.41 If the amount appropriated by the Legislature for the 1984/85 or the 1985/86 fiscal year is readjusted at any time during said fiscal years, this provision shall be reopened at the election of either party for the purpose of meeting and conferring with respect to such readjustment.

Article 32
Benefits

Health

32.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for fiscal year 1984/85. Payment for these benefits shall be based on rates established by the PERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22825.1.

Dental Plans

32.2 CSU enhanced dental benefits shall be offered to eligible employees and eligible family members for the fiscal year 1984/85, fully paid by the Employer, with the same carrier and level of benefits as in fiscal year 1983/84.

32.3 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits also include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made. A participant in the Faculty Early Retirement Program shall be deemed an eligible employee if the participant was enrolled in a CSU dental plan immediately prior to his/her service retirement.

32.4 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, illegitimate child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

32.5 No provision contained in this Article shall be implemented unless and until the amount required therefor is appropriated by the Legislature and made available to the CSU for expenditure for such purposes.

Vision Care

32.6 The CSU shall make available to eligible employees on a voluntary basis a group vision plan. The total premium for such a plan shall be paid by the employee.

Information Regarding Benefits

32.7 The campus Personnel Office shall make available information concerning an employee's rights under Nonindustrial Disability Insurance (NDI), Industrial Disability Leave (IDL), Temporary Disability, Social Security, and PERS or STRS retirement options.

Recreational Facilities

32.8 Full-time employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the student's use of the facilities. A nominal fee to cover CSU costs may be charged.

Travel Reimbursement

32.9 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the following.

32.10 When an employee is authorized by an appropriate administrator to operate a privately owned vehicle, the employee may claim twenty and one-half cents (20.5¢) per mile. An employee may claim twenty-five cents (25¢) per mile if he/she certifies on the Travel Expense Claim form that the actual cost of operating the vehicle was equal to or greater than twenty-five cents (25¢) per mile.

32.11 The travel allowance shown below is authorized for in-state travel. Such allowance is intended for trip of such duration for which weekly or monthly rates are not obtainable. The several components of the allowance per 24-hour or fractional part thereof are set forth below.

	Statewide	Designated High Cost Areas
Lodging	$39.09	$55.00
Breakfast	4.00	5.00
Lunch	7.25	8.00
Dinner	14.00	14.00
	64.25	$82.00

An additional $4.00 incidental allowance may be claimed for each full 24-hour period.

An employee is eligible to claim the high cost allowance if he/she is required to travel to the downtown or airport areas of San Francisco, Sacramento, Los Angeles, or San Diego, and furnishes a commercial lodging receipt for the day(s) of travel which bears one of the following Zip Codes:

San Francisco:

94010, 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111, 94112, 94114, 94115, 94116, 94117, 94118, 94121, 94122, 94123, 94124, 94127, 94128, 94129, 94131, 94132, 94133, 94134

Los Angeles:

90004, 90005, 90006, 90007, 90010, 90012, 90013, 90014, 90015, 90017, 90019, 90020, 90021, 90024, 90025, 90028, 90035, 90036, 90038, 90045, 90071, 90077, 90210, 90212, 90230, 90245, 90250

Sacramento:

95814

San Diego:

92101, 92103, 92106, 92108, 92109, 92110, 92138

32.12 The allowance for the fractional part of a travel period that is of more than twenty-four (24) hours duration may include lodging, breakfast, lunch, dinner, and miscellaneous. Dinner is allowed if the travel terminates one (1) hour after the regularly scheduled workday.

32.13 An employee in travel status for less than twenty-four (24) hours may claim the allowance for breakfast and/or dinner, provided the travel commences or terminates at least one (1) hour before or one (1) hour after the regularly scheduled workday. Expenses must be incurred more than twenty-five (25) miles from the employee's normal work location, except that an employee who travels by air before and/or after his/her regularly scheduled workday may claim breakfast and/or dinner consumed at the airport prior to or after the travel.

32.14 For travel time less than twenty-five (25) miles from his/her normal work location, the employee may only claim mileage.

32.15 In cases where adherence to the twenty-five mile limitation creates an unusual and unavoidable hardship to the employee, exceptions may be granted by the President.

Article 39

Duration and Implementation

39.1 This Agreement shall remain in full force and effect up to and including June 30, 1986. For fiscal year 1984/85, topics to be reopened are matters which were submitted to the Study Committee on Temporary Employees, salary, and benefits. Negotiations shall begin as of May 1, 1985, and if no agreement is reached by June 30, 1985, either party may reconvene the Factfinding Panel which submitted its report on December 1, 1984, which will have continued jurisdiction on non-agreed items. Negotiations for a successor contract shall commence when one of the parties delivers to the other its proposals in writing, on or after August 1, 1985.

39.2 Any term(s) of this Agreement which carries an economic cost shall not be implemented until the amount required therefor is appropriated and made available to the CSU for expenditure for such purposes. If less than the amount needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

39.3 The salary and benefits provisions of this Agreement shall be retroactive to July 1, 1984, unless otherwise specifically specified. All other negotiated provisions or changes in existing agreements shall be effective as of the date of ratification by both parties.

39.4 If the parties are unable to reach agreement on any reopened provision, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

THE CALIFORNIA STATE UNIVERSITY

Instructional Faculty Salary Schedule

Effective July 1, 1984

ACADEMIC YEAR EMPLOYMENT*

	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant	1,413	1,474	1,537		
	16,956	17,688	18,444		
Instructor	1,674	1,749	1,830	1,916	2,006
	20,088	20,988	21,960	22,992	24,072
Assistant Professor	1,830	1,916	2,006	2,100	2,200
	21,960	22,992	24,072	25,200	26,400
Associate Professor	2,304	2,414	2,529	2,650	2,776
	27,648	28,968	30,348	31,800	33,312
Professor	2,909	3,049	3,196	3,350	3,512
	34,908	36,588	38,352	40,200	42,144

12-MONTH EMPLOYMENT

	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant	1,604	1,674	1,749		
	19,248	20,088	20,988		
Instructor	1,916	2,006	2,100	2,200	2,304
	22,992	24,072	25,200	26,400	27,648
Assistant Professor	2,100	2,200	2,304	2,414	2,529
	25,200	26,400	27,648	28,968	30,348
Associate Professor	2,650	2,776	2,909	3,049	3,196
	31,800	33,312	34,908	36,588	38,352
Professor	3,350	3,512	3,682	3,860	4,048
	40,200	42,144	44,184	46,320	48,576

***12 monthly payments for academic year employment**

Effective January 1, 1985

ACADEMIC YEAR EMPLOYMENT*

	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant	1,420	1,481	1,544		
	17,040	17,772	18,528		
Instructor	1,681	1,757	1,838	1,925	2,015
	20,172	21,084	22,056	23,100	24,180
Assistant Professor	1,838	1,925	2,015	2,110	2,210
	22,056	23,100	24,180	25,320	26,520
Associate Professor	2,315	2,425	2,540	2,662	2,789
	27,780	29,100	30,480	31,944	33,468
Professor	2,923	3,063	3,211	3,366	3,528
	35,076	36,756	38,532	40,392	42,336

12-MONTH EMPLOYMENT

	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant	1,611	1,681	1,757		
	19,332	20,172	21,084		
Instructor	1,925	2,015	2,110	2,210	2,315
	23,100	24,180	25,320	26,520	27,780
Assistant Professor	2,110	2,210	2,315	2,425	2,540
	25,320	26,520	27,780	29,100	30,480
Associate Professor	2,662	2,789	2,923	3,063	3,211
	31,994	33,468	35,076	36,756	38,532
Professor	3,366	3,528	3,699	3,878	4,066
	40,392	42,336	44,388	46,536	48,792

***12 monthly payments for academic year employment**